Email: vc@au.ac.ke
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Telephone: 0741217185/0736044469

P.O BOX 845 -50400
Busia - Kenya
Off Busia-Malaba Rd

PROCUREMENT OFFICE

TENDER DOCUMENT
FOR
SUPPLY, CUSTOMIZATION, INSTALLATION, TESTING, TRAINING, COMMISSIONING, SUPPORT AND MAINTENANCE OF ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM FOR ALUPE UNIVERSITY

TENDER NO: AU/TENDER/02/2024-2025

CLOSING ON MONDAY 24TH February, 2025 AT 11AM

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INVITATION TO TENDER

PROCURING ENTITY: Alupe University

CONTRACT NAME AND DESCRIPTION: Supply, Customization, Installation, Testing, Training, Commissioning, Support and Maintenance of Enterprise Resource Planning (ERP) System

The **Alupe University** invites sealed tenders for the **Supply, Customization, Installation, Testing, Training, Commissioning, Support and Maintenance of Enterprise Resource Planning (ERP) System.**

1. Tendering will be conducted under open competitive method National using a standardized tender document. Tendering is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one item only

2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0900 to1500 hours** at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements,** Section V - Description of Services of the Tender Document.

3. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of (*Amount in Kenya shillings*) in cash or Banker's Cheque and payable to the address given below. (**Note that this is not applicable to this tender).**

4. **Tender documents will be obtained electronically free of charge from https://au.ac.ke and www.tenders.go.ke.**

5. Tender documents may be viewed and downloaded for free from the website **www.au.ac.ke** Tenderers who download the tender document must forward their particulars immediately to quotations@au.ac.ke to facilitate any further clarification or addendum.

6. **All Tenders must be accompanied by a tender Security of Kshs. 580,000 (Five Hundred and Eighty Thousand Only) for 154 days from the date of opening**

7. The Tenderer shall chronologically serialize all pages of the tender documents submitted in the following format; - **page 1 on x, (x being the last page number)**

8. Completed tenders must be delivered to the address below on or before ***11am Monday, 24th February, 2025***. Electronic Tenders will not be permitted.

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

9. Late tenders will be rejected.

10. The addresses referred to above are:

A. <u>Address for obtaining further information and for purchasing tender documents</u>

1) Name of Procuring Entity – **Alupe University**

2) Physical address for hand Courier Delivery to Administration Block Vice Chancellor office or Tender Box in Alupe University- Busia County along Busia – Malaba Road.

3) Postal Address – P**.O Box 845-50400 Busia**

4) Contact person - Procurement Officer, and quotations@au.ac.ke

B. <u>Address for Submission of Tenders.</u>

1) Name of Procuring Entity- **Alupe University**

2) Postal Address: **Procurement office, P.O Box 845-50400 Busia**

3) Physical address for hand Courier Delivery to Administration Block Vice Chancellor office or Tender Box in Alupe University- Busia County along Busia – Malaba Road.

C. <u>Address for Opening of Tenders.</u>

1) Name of Procuring Entity – **Alupe University**

2) Physical address for the location: **Administration block, Council boardroom**

3) Procurement Officer for Vice Chancellor

Name: Procurement officer- for Vice Chancellor

Designation:

Signature____ Date__

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Throughout this tendering document:

2.1 The terms:

a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;

b) if the contexts or esquires, “singular” means “plural” and vice versa; and

c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

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

3. Fraud and Corruption

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

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, Tenders 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. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

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

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

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

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

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

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

c has the same legal representative as another Tenderer; or

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

e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or

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

g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:

i. are directly or in directly involved in the preparation of the tendering document or

ii. specifications of the contract, and/or the Tender evaluation process of such contract; or

iii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke

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

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

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

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

4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

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

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

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

5 Qualification of the Tenderer

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

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

B. Contents of Tendering Document

6 Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

v) Section V-Procuring Entity's Requirements

PART 3: Contract

vi) Section VI - General Conditions of Contract (GCC)
vii) Section VII - Special Conditions of Contract (SCC)
viii) Section VIII - Contract Forms

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

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

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

1. Site Visit

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

8 Pre-Tender Meeting

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

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

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

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

10 Amendment of Tender Documents

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

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

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

C. Preparation of Tenders

11 Cost of Tendering

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

12 Language of Tender

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

13 Documents Comprising the Tender

13.1 The Tender shall comprise the following:

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

b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;

c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;

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

e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;

f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g **Tenderer's Eligibility**: documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;

h **Conformity**: documentary evidence in accordance with ITT 18, that the Services conform to the tendering document;

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

- All Software included in the Tender, assigning each item to one of the software categories defined in

- GCC Clause1.1(C):
- System, General Purpose, and Application Software; or Standard and Custom Software;
- 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

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

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

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. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

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

14 Form of Tender and Activity Schedule

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

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

15 Alternative Tenders

15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

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

15.3 When specified **in the TDS**, Tenderers a reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, sub mitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.

16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

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

18 Documents Establishing Conformity of Services

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

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

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

18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

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

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

18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,

ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),

iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

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

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

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

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

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

i) cash;

ii) a bank guarantee;

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

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

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

a. If a Tenderer withdraw sits Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or
b. if the successful Tenderer fails to:
c. sign the Contract in accordance with ITT 46; or
d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

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

22 Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked “Original. “In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as “Copies. “In the event of discrepancy between them, the original shall prevail.

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

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

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

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

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

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

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

The inner envelopes or packages or containers shall:

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

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

24 Deadline for Submission of Tenders

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

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

25 Late Tenders

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

26 Withdrawal, Substitution and Modification of Tenders

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

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

b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

27 Tender Opening

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

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

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

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

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

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

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

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

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) The Tender Price, per lot (contract) if applicable, including any discounts; and

c) any alternative Tenders;

d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

e) Number of pages of each tender document submitted

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

E. Evaluation and Comparison of Tenders

28 Confidentiality

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

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

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

29 Clarification of Tenders

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

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

30 Deviations, Reservations, and Omissions

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

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

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

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

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

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

a) If accepted, would:

i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

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

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

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

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

32 Arithmetical Errors

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

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

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

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

c) If there is a discrepancy between words and figures, the amount in words shall prevail

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

33 Conversion to Single Currency

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

34 Margin of Preference and Reservations

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

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

35 Evaluation of Tenders

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

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

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

a) Price adjustment due to discounts offered in accordance with ITT 16.4;

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

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance withITT33; and

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

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

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

35.5. 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.

36 Comparison of Tenders

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

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

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

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

Abnormally High Tenders

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

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

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

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

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

38 Unbalanced and/or Front-Loaded Tenders

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

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

a) Accept the Tender; or

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

d) Reject the Tender.

39 Qualification of the Tenderer

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

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

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

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

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

F. Award of Contract

43 Award Criteria

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

42 Notice of Intention to enter in to a Contract

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

a) The name and address of the Tenderer submitting the successful tender;

b) The Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;

d) the expiry date of the Stand still Period; and

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

43 Stand still Period

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

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

44 Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.

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

45 Letter of Award

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

46 Signing of Contract

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

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

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

47 Performance Security

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

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

48 Publication of Procurement Contract

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

a) Name and address of the Procuring Entity;

b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;

c) The name of the successful Tenderer, the final total contract price, the contract duration.

d) Dates of signature, commencement and completion of contract;

e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

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

50 Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

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

[Where a new-procurement system is used, modify the relevant parts of the TDS accordingly to reflect thee-procurement process].

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

ITT Reference	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is: **TENDER NO: AU/TENDER/02/2024-2025** The Procuring Entity is: **Alupe University** The name of the ITT is: **Upgrade, Customization, Installation, Testing, Training, Commissioning, Support and Maintenance of Enterprise Resource Planning (ERP) System to Microsoft Dynamics 365 Business Central** The number and identification of lots (contracts) comprising this ITT is: **N/A**
ITT 2.2	The Intended Completion Date is **one year after the date of signing of contract**
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: N/A
ITT 3.4	The firms that provided consulting services NONE____________________________________
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: 2
ITT 4.9	Procuring entity shall require the tenderer to be registered with**: Information Communication and Technology Authority (ICTA) in Systems and Applications (ICTA Level 1)**
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference **<u>will not be held</u>** (b) A pre-arranged pretender visit of the site of the works visit **<u>will not be held</u>**
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than 17th February 2025 at 5pm
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address **For procurement issue** Attention: Procurement department Alupe University P.O Box 845-50400 Busia Email address: quotations@au.ac.ke

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	For Technical Issues Attention: ICT department Alupe University P.O Box 845-50400 Busia Email address: ict@au.ac.ke to reach the Procuring Entity not later than Three (3) days to closing date ii) The Procuring Entity shall publish its response at the website www.au.ac.ke The Procuring Entity shall also promptly publish response at the university website: https://au.ac.ke
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit additional documents in its Tender as listed in the Evaluation and Qualification criteria.
ITT 15.1	Alternative Tenders ***shall not be*** considered.
ITT 15.2	Alternative times for completion ***shall not be*** permitted.
ITT 15.3	Alternative technical solutions **shall NOT** be permitted for the following parts of the Services:
ITT 16.7	The prices quoted by the Tenderer ***shall not*** be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 154 days.
ITT 21.1	A Tender Security ***shall be*** required. A Tender-Securing Declaration ***shall not be*** required. A Tender Security shall be required, the amount and currency of the Tender Security shall be Kshs. 580,000
ITT 21.3 (a)	The Contract price shall be adjusted by **N/A**
ITT 22.1	In addition to the original of the Tender, the number of copies is**: ONE (Copy and Original)**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**:** **1. Power of attorney** **2. Director of company**
	D. Submission and Opening of Tenders
ITT 24.1	For **Tender submission purposes** only, the Procuring Entity's address is: ***ALUPE UNIVERSITY***

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	P.O BOX 845-50400 Busia ***Along Busia – Malaba road*** Attention: ***Procurement Department*** Postal
ITT 24.1	**The deadline for Tender submission is:** Date: ***24th February, 2025*** Time: ***11:00 a.m.*** ***[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Tenders, unless subsequently amended pursuant to ITT 23.2*]** Tenderers ***shall not*** have the option of submitting their Tenders electronically. The electronic Tender submission procedures shall not be available
ITT 27.1	The Tender opening shall take place at: Physical Address: Alupe University main Campus along Busia- Malaba Road, Administration block, Vice Chancellor Boardroom. Date: ***24th February, 2025*** Time: ***11:00 a.m.***
ITT 27.1	The electronic Tender opening procedures shall not be applied
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by at least three (3) representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initialed by all representatives and shall be numbered and shall be initialed by the Representative of the Procuring Entity
E. Evaluation and Comparison of Tenders	
ITT 31.7	Comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is Kenyan Shilling The source of exchange rate shall be: **The Central bank of Kenya** (mean rate) The date for the exchange rate shall be*:* **the deadline date for Submission of the Tenders.** *For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.* *In the second step, the Procuring Entity will convert the amounts in various*

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.
ITT 34.1	Margin of preference not allowed
ITT 35.2 (d)	Additional evaluation factors shall **not be applicable**
ITT 35.4	Tenderers shall be **not allowed** to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	As additional qualification measures, the Information System (or components/parts of it) offered by the Tenderer with the Best Evaluated Tender may be subjected to the following tests and performance benchmarks prior to Contract award: **The Secretariat will carry out demonstration tests and Reference site visits to the lowest evaluated bidder.** **The evaluation Committee will be responsible with this post qualification exercise.** **For demonstration testing details are provided in the technical details**
	F. Award of Contract
ITT 49.1	The Adjudicator proposed by the Procuring Entity is to be appointed from the chartered institute of arbitrators Kenya The hourly fee for this proposed Adjudicator shall be as per the Institute rate. The biographical data of the proposed Adjudicator is as shall be agreed.
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: ***Vice Chancellor*** Title/position: ***Vice Chancellor*** Procuring Entity: ***Alupe University*** Email address*: **vc@au.ac.ke*** In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

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

1.3 Evaluation and contract award Criteria

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

2 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 requirement

Tenderers to submit copies of the following Mandatory documents. Mandatory requirements will determine the satisfactory responsiveness of a tenderer. Failure to meet any of these set requirements will results into a tenderer being non-responsive and will automatically be disqualified and not to proceed for technical Evaluation.

Stage 1 part A

Table 1: Mandatory requirement

MR	**EVALUATION ATTRIBUTES**	YES/NO
MR1	Attach a copy of certificate of	

	incorporation/Business Registration	
MR2	Attach a copy of PIN Certificate	
MR3	attach a copy of valid Tax Compliance Certificate from KRA (valid as at the date of tender opening)	
MR4	Attach a copy of Valid Business Permit/Trading License	
MR5	Attach a copy of the company profile including a background of the firm, organizational structure, products and services	
MR6	Provide a current CR12 from the Registrar of Companies for Limited Companies or relevant registration documents for Sole Proprietorship/Partnerships. (CR 12 or its equivalent from registrar of companies registered at least 30 days before the release of the tender advert)	
MR7	Provide a copy of Certified Audited Financial Statements for the last three (3) years 2021, 2022 and 2023). A copy of registration certificate and practicing license from a recognized accounting body for the auditor(s) who audited the Annual Accounts and Financial Statements of the Bidder must also be attached.	
MR8	Provide a proof of adequate Partnership Arrangement/Partnership Agreement for Enterprise Resource Planning System.	
MR9	Submit Software Manufacturer’s Authorization or Patent Rights Declaration (This should be in the manufacturer’s official letter head and must be addressed to the procuring entity including specific tender number and tender name).	
MR10	Submit original Bid Security of **Kshs. 580,000.00** valid for 154 days from the date of tender opening, in form of a bank guarantee from a reputable bank recognized by the Central Bank of Kenya, payable to Procuring Entity	
MR11	A dully filled, signed and stamped Form of Tender. The Form of Tender shall include the following Forms duly completed and signed by the Tenderer. Tenderer's Eligibility-Confidential Business Questionnaire, Certificate of Independent Tender Determination and Self-Declaration of the Tenderer (SD1 SD2 & Declaration and Commitment to The Code of Ethics). **Note: all the forms must be fully filled to qualify**	
MR12	Dully filled commitment to provide beneficial ownership information.	

MR13	Submit two copies – one original and one copy	
MR14	The Tender Documents must be sequentially serialized including all attachments, cover page in the format **1 of X,2 of X,3 of X……where X is the last page number**	
MR15	Provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him/her to submit/execute the agreement as a binding document	
MR16	Provide a duly completed filled, signed and stamped Schedule of Prices Form	
MR17	Provide evidence of successful implementation of similar ERP Systems in at least eight (8) chartered universities (Public and Private) and provide a list of Modules implemented in each University. Submit copy of LPO/Letter of Award, Copy of Contract, Evidence of hand over of Source Code, Completion Certificate and recommendation of successful implementation of the ERP System and their contacts of referees	
MR18	Submit a copy of Certificates or Accreditation from ICT Authority for: ICTA I: System and Applications (This will be verified on line from ICT Authority Website).	
MR19	Provide a copy of Certified LPO/Letter of Award, Copy of Contract, Completion Certificate and Recommendations of successful implementation of an Academic Information System in at least one (1) University (public or private)/College/TVET with a minimum contract value of Kshs. 36 million (Thirty-Six Million).	
MR20	Bidders must provide Valid Certificates of Registration from the Office of the Data Protection Commissioner for: Data Controller Data Processor (Verification will be done online)	
	Responsive – (R) Non-Responsive NR)	

Bidders who will meet all the requirements in preliminary evaluation stage will proceed to Stage 1B- Mandatory technical evaluation stage. Those who will fail preliminary evaluation will be termed as nonresponsive and will not proceed for further evaluation.

NOTE: THE PROCURING ENTITY RESERVES THE RIGHT TO VERIFY ALL THE DOCUMENTS SUBMITTED WITHOUT REFERENCE TO THE TENDERER

Stage 1 part B: Mandatory Technical Evaluation Criteria

The Evaluation Committee shall use the criteria in the following Table for technical evaluation and comparison of tenders who have passed the preliminary evaluation. Bidders must conform to the specific technical requirement.

Note: provide a detailed description of the module functionality on a separate page

No	**Module/functionality** **(Refer to every specific module technical specification)** (Technical quality of the proposed solutions)	Compliance – YES/NO
1.	Admissions And Registration Module	
2.	Finance Module	
3.	Procurement And Inventory Control Module	
4.	Human Resource Management Module	
5.	Student Affairs Module	
7	Transport and fleet management module	
8.	Security Module	
10	Quality Management and compliance module	
13	Council Module	
14	IT Administration Help Desk Module	
15	Library Module	
16	Income Generating Unit Management Module	
17	Audit Module	
18	Public Relations Module	
19	Estates Module	
20	Student and Staff Portal	
21	Any other system	
	PASS/FAIL	

Technical Requirements – Non-Functional requirements

Provide sufficient or detailed description of the technical requirements of functionality on a different sheet

No	**Module/functionality** **(Refer to every specific module technical specification)** (Technical quality of the proposed solutions)	**Compliance YES/NO**
1.	Proposed solution (Indicate the Solution name and version where applicable)	
2.	25 user licenses	
3.	Proposed hosting (indicate costs involved in the price schedule	
4.	Proposed solution has a capability of integrating with other existing systems	
5.	System Architecture (Details of software's' required must be captured in the price schedule	
6.	Server Requirements (Depends on the responses under 3 & 5)	
7.	Disaster recovery mechanisms (with inbuilt backup and recovery)	
8.	Remote access capabilities	
9.	Network Protocol	

10	System change management	
11	User management	
12	Ability to implement the password policy as captured in the ICT policy	
13	Performance monitoring (Ability to monitor system performance)	
14	Scalability (Ability to scale up in the future)	
15	Has an inbuilt development and customization tool / environment	
16	System dashboard	
17	Has an inbuilt adaptive workflow	
18	Data importing & exporting (with ability to schedule imports and exports)	
19	Customizable reports (should support a range of formats)	
20	Secure System portals	
21	Incident management	
22	Centralized data management for all modules	
23	Integrations (e.g. with existing email and government systems)	
24	Consultant to extract, transform (as necessary) and load all existing data from legacy automated systems, soft copy, printed files and other materials / sources (Data Migration)	
25	System manual (User manuals, Technical Manuals, Backup & Restore Manuals)	
26	24/7 system support during the contract period	
	PASS/FAIL	

NOTE: Only bidders that will have met the above requirements will to the technical capacity evaluation

3 **Tender Evaluation (ITT 35)**

Technical Firm Capacity

T.E	**Technical requirements**	**Max score**	**Score**	**Remarks**
TE1	• Experience in implementing the ERP of similar nature from the years 2021 to 2023 in chartered universities (Public and Private) /College/TVET Submit copy of certified LPO/Letter of Award, Copy of Contract, Completion Certificate and recommendation of successful implementation of the ERP System and their contacts clearly showing the scope, value, and date of the projects and provide a list of Modules implemented in each University- 10 projects (**0.5marks** per project) • Show proof of having implemented Dynamic 365 Business Central in public and private chartered universities of similar nature on at least 10 Universities **(1.5 mark per project**)	**20 marks**		
TE2.	Implementation of an ERP in at least 2 Academic	**1 Marks**		

	Research industry/ institution (Attach certified copies of LPO/Contracts and completion certificate including the specific modules implemented)- **(each 0.5 marks).**			
TE3.	Implementation of an ERP in at least 1 Commercial Hospital (Attach certified copies of LPO/Contracts and completion certificate including the specific modules implemented)	**2 Mark**		
TE4.	Evidence of ERP integration with government systems and Banks e.g. E-Citizen (Show evidence), IFMIS and any other (**each 2 Marks**)	**4 marks**		
TE5.	Adequacy of the proposed methodology and work plan for performing the task assignment on Compliance of the proposed solution to the technical requirements	**5 marks**		
TE6.	Adequacy of the proposed methodology and work plan for performing the task assignment on Methodology on cyber-attack (give a brief description on safeguarding the system against cyber-attacks)-	**4 marks**		
TE7	Adequacy of the proposed methodology and work plan for performing the task assignment on Licensing Structures/Model – the bidder to provide detailed information on the licensing model proposed as per the Terms of Reference.	**3 marks**		
TE9	Project management requirement – The bidder to provide holistic and integrated project management processes to deliver the project i. Project Management Methodology Requirements- **3 marks** ii. Project Members Requirements- **2 marks** iii. Project Communication Strategy and Reporting- **2 marks** iv. Project Schedule- **2 marks** v. Project Deliverables- **2 marks** vi. Project Governance- **2 marks** vii. Implementation Phases- **2 marks**	**15 marks**		
TE10	Post implementation support - Bidders to attach a draft Service Level Agreement specifying the nature and condition of post implementation support including post go – live support, maintenance schedule with sample issues log, on - site support and help desk services. -	**2 marks**		
TE11	Profile and competency of key personnel to be involved in the project **Project Manager/Team Leader (Attach** CV) i. Degree (bachelor’s degree preferably in Computer Science or equivalent)-1 **marks** ii. Project Management Certification (PMP/Prince2 or equivalent). **1 mark** iii. 10 Years’ Experience and above - Relevant experience • Lead Consultant (Above 10years) –**3 Marks**	**5 marks**		

	• Lead Consultant (Above 5 years and below 5) – **2 mark** • Lead Consultant (Below 5 years) – **1 mark**			
TE12	Profile and competency of key personnel to be involved in the project Solution Architect must have at least 5 years' experience (attach CV and relevant Certificates) i. Degree (bachelor's degree preferably in Computer Science or equivalent)-**1 mark** **ii.** Design Thinking Certification- **2 mark** iii. Extensive knowledge of ERP architecture, integration points and functionality-**1 mark** **iv.** Able to map business requirements onto technical solutions.-**1 mark**	**5 marks**		
TE13	**ERP Functional Certified Expertise must have at least 5 years' experience (Certified by Manufacturer) Attach CV and relevant certificates** i. Degree (bachelor's degree preferably in Computer Science or equivalent)-**1 marks** ii. Manufacturer Certification-**1 marks** iii. Deep understanding of business processes supported supported by ERP-**1 marks**	**3 Marks**		
TE14	**Software Development Engineer must have least 5 Years' Experience in software development -Attach CV and relevant certificates** i. Degree (bachelor's degree preferably in Computer Science or equivalent)**1 mark** ii. Manufacturer Certification **1 marks** iii. Expertise with ERP development languages and tools-1**mark**	**3 marks**		
TE15	**Business Process Re-Engineering Expert with at least 5 Years' Experience in Business Process Re-Engineering-Attach CV and relevant certificates (must)** i. Degree holder in Computer Science, Business, Banking or Finance, Procurement, Information Technology or an equivalent-**1 marks** iii. Proven track record of successfully leading and delivering systems implementation. **1 marks** iv. Business Analyst Certification **1 marks**	**3 marks**		
TE16	**Transfer of knowledge and training program (relevance of approach and Methodology)** Bidders must demonstrate Strong ability to provide implementation of Change management strategy, Training Capacity and Transfer of Knowledge for the ERP solution for both technical and end users. The following must be attached. **i.** Change Management Strategy- **3 marks** **ii.** The bidders should have a training plan for users and technical staff including a knowledge transfer mechanism well thought out and clearly articulated – **2 marks**	**5 Marks**		
TE17	Data Cleaning & Migrating Strategy	**1 marks**		

TE18	Integration Strategies	**1 marks**		
TE19	System Testing Strategy	**2 marks**		
TE20	System Security Features	**2 marks**		
TE21	Business Continuity and Disaster Recovery Strategies	**2 marks**		
TE22	Proposed Training Plan for different system users	**1 marks**		
TE23	User Acceptance Testing Strategy	**2 marks**		
TE24	At least 3 (Three) years Warranty	**2 marks**		
TE25	Support and Maintenance Strategies	**1 marks**		
TE26	Proof of handover of source code to the Procuring Entity after contract completion.	**3 marks**		
TE27	Cloud Compatibility: • The ERP system should be capable of deploying on cloud infrastructure (e.g., Safaricom, Cloud, AWS, Kenet, Konza, Azure, Google Cloud) **1 mark** • Integration and Interoperability: Compatibility with existing cloud services and applications for seamless integration. **1 mark** • Cloud Service Models: The ERP System be compatible with the chosen cloud service model (e.g., IaaS, PaaS, or SaaS). **1 mark**	**3 marks**		
	Total Marks	**100**		

Note: A Bidder must attain an overall score of 80 or higher to move to the financial evaluation stage. Before financial
evaluation,

FINANCIAL EVALUATION

TABLE 1: Accumulated volume of business.

No	Name of the client	Contract Name	Date of Completion	Tender sum

NOTE:

i. Bidders must meet all the mandatory requirements to qualify for technical evaluation.

ii. To qualify for financial evaluation, the bidder must score 70% and above.

iii. Any information provided by the bidder may be verified by the university. If the information is found to be false, the company will be disqualified.

iv. The University reserves the right to conduct due diligence if deemed necessary.

v. The lowest evaluated bidder will be required to conduct a demo that captures all the users' requirements before an award is given.

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	
	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	
	2.1.2 Conflict of Interest	No- conflicts of interests as described in ITT 4.3.	Form of Tender	
	2.1.3 Country Ineligibility	Not having been declared ineligible by the PPRA as described in ITT 4.6	Form of Tender	
	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	
	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	
	History for non-performing contracts	Non-performance of a contract[1] did not occur as a result of Tenderer's default since 1st January 2021.	Form CON - 2	
	Suspension	Not under suspension based on execution of a Tender Securing Declaration or Tender Securing Declaration pursuant to ITT 4.8 and IIT 20.10	Form of Tender	
	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	
	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 [.…] years to demonstrate the current soundness of the Tenderers financial position and its prospective long-term profitability	Form FIN – 2.3.1 with attachments	
	2.3.2 average annual turnover	Minimum average annual turnover of Kenya Turnover Shillings equivalent, calculated as total certified payments received for contracts in progress or completed, within the last (….) years	Form FIN –2.3.2	
	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	Form FIN –2.3.3	

		contractual advance payments to meet the following cash-flow requirement:		
	2.4.1 General Experience	Minimum of Kenya Shillings equivalent. Experience under Information System contracts in the role of prime supplier, management contractor, JV member, or subcontractor for at least the last [_] years prior to the applications submission deadline	Form EXP-2.4.1	
	2.4.2 Specific Experience	Participation as a prime supplier, management contractor, JV2 member, sub-contractor, in at least (…_) contracts within the last (..) years, each with a value of at least (….), 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	

- 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.
- 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.

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.		

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:

	Description of Item	Minimum Criteria to be met
	INDICATE AS MAY BE NECESSARY	**AS PER REQUIREMENTS SPECIFIED ABOVE**

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 criterialisted above for that item.

a) **History of non-performing contracts**:

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

b) Pending Litigation

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

c) Litigation History

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

SECTION IV - TENDERING FORMS

1. <u>FORM OF TENDER</u>
(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 ITT9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d) **Conformity:** We offer to provide the Non-Consulting Services inconformity with the tendering document of the following:[*insert a brief description of the Non-Consulting Services*];

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

Option1,in case of one lot: Total price is:<u>[*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*];</u>
Or

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

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

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

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

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

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

i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) a s a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

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

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

l) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

a) *[Delete if not appropriate, or amend to suit]*We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

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

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

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

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

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (*specify website*) during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

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

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

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

iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

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	Alupe University
2	Reference Number of the Tender	**TENDER NO: AU/TENDER/02/2024-2025**
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 of contact person. 8. 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	

<u>**General and Specific Details**</u>

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 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 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 or Designation____

__________________________________ ____________________________

(Signature) *(Date)*

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

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

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

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

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

4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   - a) Has been requested to submit a Tender in response to this request for tenders;
   - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

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

6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - a) prices;
   - b) methods, factors or formulas used to calculate prices;
   - c) the intention or decision to submit, or not to submit, a tender; or
   - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

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

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

Name…………………………………………………..

Title…………………………………………………………..

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

iii) SELF- DECLARATION FORMS

FORM SD1

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

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

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

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

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

…………………………………. …………………………………………………

(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

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's 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 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……………………………….....................

Email…...

Name of the Firm/Company…………………………..

Date………………………………………………………...

(Company Seal/ Rubber Stamp where applicable)

Witness

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

Sign……………………………………………...

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

iv) APPENDIX1-FRAUD AND CORRUPTION

1. Purpose

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

2. Requirements

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

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

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

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

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

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

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

a) Shall not take part in the procurement proceedings;

b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

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

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

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

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

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

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

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

   v) "Obstructive practice" is:

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

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

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

      "Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive he 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 Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;

      e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to 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 above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

2. TENDERER INFORMATION FORM

[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 processes]*

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

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

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

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

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

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

6. Tenderer's Authorized Representative Information

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

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

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

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

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

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

   ☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.

   In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:

   i) Legal and financial autonomy

   ii) Operation under commercial law

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

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

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

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

1. Tenderer's Name: *[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 that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart and a list of Board of Directors.

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

Beneficiary:____

Request for Tenders No:

____

Date:____

TENDER GUARANTEE No.:________________________________

Guarantor: ____

1. We have been informed that______________________(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of______________________ under Request for Tenders No. (“the ITT”).

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

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any 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.

TENDER-SECURING DECLARATION FORM

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

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

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

To:...*[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

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

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

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

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

Signed:……………………………………………………………..………...

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

……….………………...

Name:

……………………………………………………………………………………….....................................

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

Seal or stamp

QUALIFICATION FORMS

6. FOREIGN TENDERERS 40% RULE

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

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

7. FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

8. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	**Title of position:** Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	[*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*]
5.	**Title of position:** *[insert title]*	
	Name of candidate	

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

Candidate Summary

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

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

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

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.

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: Alupe University

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)]

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.: **TENDER NO: AU/TENDER/02/2024-2025**: **provision of services, Supply, delivery, customization, installation, testing, training, commissioning and support of enterprise resource planning (ERP) system**

To: **Vice chancellor - Alupe University**:

WHERE AS …………………………………………. **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: **provision of services, Supply, delivery, customization, installation, testing, training, commissioning and support of enterprise resource planning (ERP) system to Alupe University main campus**.

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 [**Title of Officer]………………………………………..**Signed ………………………………………………..Duly authorized to sign the authorization for and on behalf of: ……………………………..[insert: **Name of Subcontractor**]

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

[add Corporate Seal (where appropriate)]

List of Proposed Subcontractors

		Proposed Subcontractor	Place of Registration & Qualifications

Intellectual Property form

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.

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

List of Custom Materials

DECLARATION

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

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

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

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

a) be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the Tender;

c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel…………… [*insert name*]

...Signature:____

Date: (day month year):____

Countersignature of authorized representative of the Tenderer:

Signature… …………… ……... Date: (day month year): …………………………….

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

10 FORM ELI -1.1

Tenderer Information

Form

Date:____

ITT No. and title:____

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

11. FORM ELI -1.2

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

Date:____

ITT No. and title:_______________________________________

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

12. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name:______________________________________

Date:____

JV Member's Name____________________________________

ITT No. and title:_____________________________________

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

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

Financial Situation and Performance

Tenderer's Name:____

Date:____

JV Member's Name____

ITT No. and title:

____

Financial Data

Type of Financial information in___________________ (currency)	**Historic information for previous _________*years*, _______________ (amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

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

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

Financial documents

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

a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

b) Be independently audited or certified in accordance with local legislation.

c) Be complete, including all notes to the financial statements.

d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[1]for the________years required above ; and complying with the requirements

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

Average Annual Turnover

Tenderer's Name:____

Date:____

JV Member's Name____

ITT No. and title:____

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

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

15. FORM FIN–3.3:

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 construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

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

16. FORMFIN–3.4:

Current Contract Commitments / Works in Progress

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

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

Form EXP - 1 Experience – General Experience

Tenderer's Legal Name: ---Date:-----------------------

JV Member Legal Name: ---ITT No.:------------------------------------

Page ---------------------------------of page---

Starting Month /Year	**Ending Month /Year**	**Year**	**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:	
			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

Form EXP – 2 Specific Experience

Tenderer's Legal Name:________________________________JV Member Legal Name:------------------------------

Date: ____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			Kshs.

If member in a JV or subcontractor, specify participation of total contract amount			
Procuring Entity's Name:			
Address: Telephone/fax number: E-mail			

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

Tenderer's Legal Name…………………………………………………………..

JV Member Legal Name: ………………………………………………………

Page of pages ……………………………………………………………………

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

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**	**Average**	**Average 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).

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.

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	
5	
6	

SCHEDULE FORMS

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

WORK SCHEDULES AND SPECIFICATIONS

The Procuring Entity's Main Objective
Alupe University wishes to invite tenders from qualified, competent, experienced and committed firms to Supply, Install, Configure, Train, Commission and Support the Enterprise Resource Planning (ERP) System. The implementation **Must** consist of the latest enhanced features provided by the Enterprise Resource Planning (ERP) System in the software module specifications and requirements.

Objective of the Project

The supply, installation and commissioning of ERP System Effective service delivery is an important objective for all government institutions. Alupe University was established with the aim of enhancing service delivery to the public. Having an integrated ERP system will enable the University to deliver services in an efficient and timely manner to all relevant stakeholders and the public. In this regard, Alupe University wishes to invite tenders from qualified, competent, experienced and committed firms to Supply, Install, Configure, Train, Commission and Support the Enterprise Resource Planning (ERP) System. The Software **Must** consist of the latest enhanced features provided by the Enterprise Resource Planning System in the market.

Scope of Work:
The scope of work shall include but is not limited to an end-to-end configuration and delivery of the ERP solution that consists of all the modules described in well-articulated steps and deliverables identified in this document. The successful bidder will be expected to;

1. Supply, install, configure, test, train, commission and support an integrated resource planning system (ERP) for scalability with a web interface, database, and functional modules (front end and back end).
2. Setup of data validation, data analysis, data extraction, system backup and procedures
3. Setup necessary ICT security measures for the ERP System
4. Perform any required configurations and support for the systems both at the production and Disaster Recovery Site environments/instances as required by the University.
5. Perform disaster recovery simulations through configuration of the systems/applications and databases at the DR site in collaboration with ICT personnel.
6. Provide support in configuration setups for fail over and testing purposes at identified sites/servers
7. With the help of ICT team conduct penetration tests on the systems to assess of any vulnerabilities
8. Installation, configuration, test and setup of the appropriate software, licenses and kits.
9. Integration with existing systems and use of big data and data mining tools to get data from the various systems to validate and give insights
10. Include business intelligence and reporting module and the features of this module are to be spelt out clearly in the technical documentation
11. Migration of relevant data from existing systems.
12. Propose and implement a comprehensive training program for all users on all the ERP System Modules installed and ensuring they are informed on the modified system components.
13. Provision of warranty of three (3) years after successful commissioning (go-live) of the systems
14. Preparation and timely submission of project reports.
15. The system should allow for data capture from source and allow upload of relevant documentation.
16. Patching and upgrading of the application systems, their associated databases and portals
17. Any additional configurations or modifications to the existing customized modules or reports.

18. Handle any new requests from Alupe University for development of forms, reports, databases, System enhancements, testing and deployment to both the Production and Disaster Recovery (DR) environments/instances.
19. Configuration and modifications/ enhancements of the various systems integrations and associate Interfaces
20. Prompt 24/7/365 system service support for all support service requests by Alupe University **through** the ICT team including documented problem reports/solution given from initiation to closure with status tracked to the closure of the request after resolve.
21. Handle unlimited number of technical support cases to restore solution functionality and for general questions related to configuration and operation of the systems
22. Provide prompt onsite response to requests and optimize downtime of faulty or malfunctioning systems.
23. Provide documentation on all activities, updates, changes and upgrades done on the systems and the associated portals.
24. Personnel responding to support, maintenance or emergency requests should be sufficiently competent to resolve the problem or at least identify or isolate the problem.
25. Provide technical advice and detailed documentation on issues/request/problems, resolutions and timelines for all requests
26. Provide unlimited technical support to restore systems and solutions functionality including clarification of questions related to configurations and operations
27. Support installation of patches and upgrades on applications and databases as need arises.
28. Perform system enhancements, testing and deploying to the test instance before roll out to the live instance
29. Support enhancements of various integrations and interfaces including mobile applications
30. Perform remote problem diagnostics, troubleshooting and repair via telephone, the web and/or remote access and incase the issue persists or remains unresolved, provide onsite response within 3 hours.
31. Provide a reporting and tracking solution such that each issue reported has a ticket that can be tracked and updated through closure
32. Provide documentation on all activities, updates, changes and upgrades done on the systems
33. Ensure successful implementation of system changes and required enhancements
34. Perform optimization of application performance and database configurations
35. Provide Quarterly proof of knowledge transfer and documentation
36. Provide quarterly reports, reports should have key issues logged, status resolutions and action plan to resolve the outstanding issues
37. Train the System Administrator on administration of Microsoft Dynamics 365 Business Central.

Project Implementation Stages and Deliverables

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

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

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

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

Stage 4: To give appropriate information of the required hardware to be provided by **Alupe University** to ensure smooth implementation of the proposed platform.

Stage 5: System installation, implementation, integration with other relevant systems and end to end system testing.

Stage 6: Provision of training to all the relevant user groups in the **AU** and other stakeholders.

Stage 7: Go live (System Commissioning), Hand over, and Provision of Maintenance and Support during and after completion of Stages 1 - 6 for 24 months (with potential to extend on an annual basis subject to satisfaction on performance by the procuring entity).

ACCEPTANCE PROCESS AS PER THE DELIVERABLES IN EACH STAGE

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

Project Implementation Stages and Deliverables

Stages	Description	Project Deliverables	Proof
Stage 1	**Project planning and conceptual solution definition**: Understanding the requirements and developing the Project plan	Requirements Document and System Design Document	Inception Reports
		Full detailed project plan including work plan & Gantt chart	
Stage 2	**Detailed analysis and design of the solution**: Create user requirements blueprint and design the web-based platform prototype based on the blueprint	Refined user requirements blueprint and the Enterprise integration platform architectural design.	Certificate of acceptance and sign off for technical architecture document, final business requirements document and prototype system
		Web-based Integration platform Prototype based on the blueprint	
Stage 3	**Development/customization and configuration** of the platform incorporating the user comments including testing of each module	Development/customization and configured integration platform	Certificate of Acceptance and Sign Off for the Tested system report
		Test reports for each functionality	
Stage 4	**Preparation of the required hardware** provided by the EU to ensure smooth implementation of the proposed platform	Hardware configuration ready for installation of the proposed platform	User Acceptance Testing (UAT) Certificate
Stage 5	**System installation, implementation, Integration** with other relevant Systems and end to end system testing	Integrated System installation and implementation with other relevant systems	Certificate of Acceptance and Sign Off for testing report and end to end functional testing report
		End to End system testing reports	
		Test report for the integrated system (end to end)	
		User Acceptance Test Cases/Scripts and UAT Plan	
		Approved UAT Report	
Stage 6	Provision of training to all the relevant groups in the	Provision of training to all the relevant groups in the	Certificate of Acceptance and

	University (Users, Technical, administrators, super users and other stakeholders).	University User and Training Manuals for the System Operational Manuals for all Hardware and Software User Manuals and Training Manuals for the System	sign off for training documents
Stage 7	Go live, Hand over, and Provision of Maintenance and Support during and after completion of Stages 1-6 for 24months. Subsequently, maintenance and support will be renewed on an annual basis subject to satisfactory performance as per the SLA	Handover plan Maintenance and Support plan for 24 months warranty period. This will be renewed annually subject on satisfactory performance.	Certificate of acceptance and sign off for handover and maintenance documents

Governance Responsibility

The Vendor shall be expected to work collaboratively with the **Alupe University**'s project implementation team to design, develop, configure, and install the system. The vendor will be required to provide competent staff to work on this project. These members of the staff will be the ones that the bidder submitted their CVs alongside their roles.

Functional, Architectural and Performance Requirements

The information system **must** support the following business functions. Bidders are required to provide a system brochure that points out the functionalities that have been outlined in this tender document.

The Technical and Functional requirements for the ERP System

No	Description/Module
1	Appendix 1: Admissions and Registration Module (Admission, Timetabling, Course Registration, Course Loading, Examination, Lecturer Evaluation, Graduation, Alumni)
2	Appendix2: Finance Module (General Ledger, Accounts Payable, Accounts Receivables, Fixed Assets, Imprest Management, Budgetary and Vote Book, Insurance Expenses,

	Cash Book, Student Finance, Project Management, IGU Management, Medical Claims, Part Timers)
3	Appendix 3: Procurement And Inventory Control Module (E-procurement, Procurement processing, Procurement Planning and Budgeting, Inventory Control and Stores Management, Asset Disposal, Contract Management, Registration of Suppliers)
4	Appendix 4: Human Capital Module (Personnel Management, Payroll Processing, Recruitment, Promotions, Contract Appointment, Leave Management, Training, Industrial Attachment, Document Handling, Quality Management and Compliance Modules (Audit Planning and Scheduling, Performance Contracting, Research Project Management, Teaching Effectiveness Evaluation Management System (TEEMS).
5	Appendix 5: Student Affairs Module (Hostels & Accommodation Management, Work Study, Student Disciplinary, Student Online Voting, Catering Services, Academic Planning)
7	Appendix 7: Transport/Fleet management (Fleet management, Garage operations, Fleet Maintenance)
8	Appendix 8: Security (Gate Management System, Security Incidence Records, Biometric Identification)
9	Appendix 9: Estate Department Module
10	Appendix 9: Audit Module

SECTION 2: TECHNICAL SPECIFICATIONS OF THE PROPOSED ENTERPRISE RESOURCE PLANNING SYSTEM

2.1. Technical Specifications of the System

The successful bidder will be responsible for:

a) Ensuring that the user and functional requirements are adequately covered in the design of the solution, to ensure delivery of a comprehensive solution that meets and even exceeds the project objectives and requirements.

b) The design information shall include but not limited to the following;

i. Architecture Design: Specification of the supporting hardware, software, and network infrastructure that will effectively support the proposed solution.

ii. Database and File Specifications: Definition of how the data will be managed.

iii. Program Design: Definition of applications to be deployed including required customization, and third party interfaces.

iv. User interface, forms, and reports that will be used.

v. Ensuring that proposed solution aligns with Alupe University's strategic goals and the corporate strategic plan.

vi. Developing a Data Migration strategy which covers data collection, data preparation, and data migration (including master and transaction data).

vii. Developing a comprehensive training and knowledge transfer strategy, and providing training to functional users, technical users and end users in Egerton University. The detailed specifications of the various modules are as described below.

Mandatory Requirements

The following checklist is provided to guide the Bidder organize and consistently present the technical Bid. For each of the following Technical Requirements, the Bidder MUST describe how its Technical Bid responds to the requirements.

In addition, the Bidder MUST provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "**Explanation with Cross Reference Evidence**". The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid.

One or two-word responses (e.g., "Yes," "No,", "Will comply," etc.) are not sufficient to confirm technical responsiveness with Technical Requirements, thus the bidder should attach support document and brochures.

Bidders shall use the following options to indicate the "**Degree of Support of Compliance**"

Their solution provides for each of items listed in this section:

• FS - (Fully Supported) the application fully supports the requirement without any modifications.
• PS - (Partially Supported) the application supports the requirement with use of a workaround.
• CR - (Customization Required) the application will be customized to meet the requirement(s).
• NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statement of deviations and exceptions to the provisions of the

Technical Specifications is required.

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

Please fill in the compliance column as appropriate to indicate one of the responses listed above for each item and add as many comments as possible, diagrams, maps and/or screenshots in the detailed description column.

Table 2.1. Mandatory Requirements ERP Requirements

S .N0	**MANDATORY REQUIREMENTS**	**DEGREE OF SUPPORT OF COMPLIANCE (FS, PS, CR, NS)**	**EXPLANATION WITH CROSS REFERENCE EVIDENCE**

1	Provide the latest ERP Version released in the market and ensure appropriate tuning for performance.		
2	Implementation process Project Charter. The bidder should describe the implementation process/methodology and project plan		
3	Data Migration: The bidder shall be required to migrate data from the current running systems. Transform all existing records (older/current databases).		
4	The bidder should prepare a conversion plan describing how the proposed system will transform all existing records (or older/current databases) into a suitable format.		
5	Multi-user environment: The system shall support and maintain records for several autonomous and inter-linked units of the University. These clients should maintain autonomy to allow distributed processing. To achieve this, the University expects an on-line multi-user system that also provides for remote data capture, validation and updates to the central system.		
6	Workflow Management: The system must support document workflow with the ability to conform to University policies, processes and procedures		
7	Open Data Architecture: The software must allow for export to / import from external data file formats and from other applications		
8	Operating Platforms: The system must run on platforms that are compatible with the existing operating systems and data base management platforms.		
9	The System Platform: will be operated on a Local Area Network with Windows as clients and server		
10	Web enabled: The software is a fully centralized web-based solution. The software should be internet enabled for communication with clients such as students, creditors and banks. The system should enable data access via the web for most of its functions.		
111	Backup and Recovery: The system provides the facility for automatic and manual backups that are encrypted for security purposes. The encryption and decryption keys should be made available to the authorized personnel for safekeeping. Recovery procedures from backups should be seamless and possible within reasonable time.		
12	Integration: The system should seamlessly integrate with the current software systems, already in use in the University. It should be able to transparently pick requisite data from the Library Management systems and any other system.		
13	Availability and reliability: The system is reliable and available. The possibility of a failover system should be considered to minimize single point of failure. The system should also perform adequate load balancing to maintain priorities.		

14	The system supports Modular Architecture, Reports, Custom Reporting and adhoc queries are available		
15	The system supports an integrated alert system to allow for user definable event-driven or periodic alerts		
16	**Scalability:** The system is robust and scalable to 3rd Party enterprises. These include but is not limited to: - Regulatory authority portals (Tax, Insurance Returns, Ecitizen etc.) - Banking Portals & Systems. - Bulk SMS Platform. - Electronic Document Management System (EDMS) System. - Mobile money transfer platforms (MPESA).		
17	Simple and User-friendly Graphical User Interfaces		
18	Embedded user Help manuals – To allow users to access help messages without exiting the application screen		
	ODBC Compliant Database		
19	The database platform support scalability		
20	The Relational DataBase Management Systems (RDBMS) protects data from storage failures		
21	DBMS has the capability for the database to perform backups and protection of data from various media failures		
22	The Database platform support high availability & geographical redundancy		
23	DBMS capability to provide for proactive space management capabilities		
24	Database provide a sophisticated alert notification system		
25	DBAs receive alerts via email or directly by querying views inside the database server		
26	Segment maintenance operations online, i.e., the database should be fully available for queries, updates, and deletes		
27	Database should provide automatic performance diagnosis monitoring technology, built inside the database server		
28	Database provides rich reporting and base lining capabilities to facilitate comparative performance analysis.		
29	Database also provides for the capability to identify and automatically tune high load SQL statements whenever the need arises		
30	Database has the ability to easily and accurately perform system resource management		
31	The database provides capability to perform configuration management, provisioning and patching functionalities		
32	The system describes the database support of bit-map indexes (e.g. both dynamic and stored).		

33	The solution provides database encryption to protect payroll data		
34	The RDBMS provides foolproof logging capabilities		
35	The RDBMS provide a way of protecting payroll database logs from any modifications by administrators		
36	The RDBMS can be deployed in active environment		
37	The RDBMS support data redaction(masking) for sensitive data		
38	The RDBMS support role segregation and rights assignment to different users		
39	The release of RDBMS is the latest Version / compatible with proposed ERP		
40	Does the RDBMS support multi-client environments Capable of running on a WINDOWS/UNIX/LINUX Server OS & Windows 7/8/9/10/11, Linux client's environments		
41	The RDBMS support roll back and roll forward, the status of the system if any errors are encountered		
42	The RDBMS has the ability to automatically archive transactional data to media-based archives based on administrator defined retention.		
43	Replication of the Server setup at the secondary site is possible		
44	It's a genuine and licensed database with required Client Access Licenses (CALs)		
45	The RDBMS supports Google workspace Integration		
	System Administration		
46	All valid and failed login attempts can be logged with meaningful information that is actionable for investigative purposes if fraud is detected. However, passwords must not be logged.		
47	The solution supports multi-factor authentication (MFA) schemes		
48	The authentication should be configurable to use username/password. The User IDs /Usernames should be case sensitive		
49	The solution must prompt users to change their passwords the first time they log on to the application.		
50	The solution must support password expiry features with a configurable frequency. This should be parameterized to allow flexibility in adjusting this value as required.		
51	The solution must implement Password complexity requirements that should be configurable to support future password complexities.		
52	The solution should implement a secure self-service password recovery mechanism in the event the user forgot their password		
53	The solution must support password lock out after a configurable number of unsuccessful login attempts		
54	The solution must expire a user account after the session has been idle for a period of time. This should be		

	parameterized to allow flexibility in adjusting this value as required		
55	The system should allow the capture and storage of all relevant session information in a secure and auditable location		
56	Roles should be granted permissions based on the principle of least privilege i.e. the solution should support an additive access model		
57	Access control must be granular to facilitate adequate separation of duties		
58	Functions should be independently available for allocation to a role		
59	There should be separation of duties e.g. data entry, authorization and final approvals.		
60	The solution should log all access authorization requests to a secure and auditable location.		
61	Error messages should be standard and not provide information alluding to the reason for the error allowing an attacker to deduce effective attack methods		
62	Every change to a database record should be identifiable to an application user with a record of the time of activity and type of operation on the record i.e. insert, update or delete.		
63	All updates, inserts and deletes must be clearly traceable to an application user with corresponding time and source information (IP, module and function).		
64	The solution should provide an interface to view and generate reports of the logs		
65	All valid and failed login attempts must be logged with meaningful information that is actionable for investigative purposes if fraud is detected. However, passwords must not be logged.		
66	All password recovery reset attempts must be logged with meaningful information that is actionable for investigative purposes if fraud is detected		
67	All user and account management changes and attempts such as granting of roles and profiles, deactivation of users etc. must be logged and should include at minimum the following information: user effecting the changes, date and time stamp, IP address used, user affected		
68	Bidder to state whether the system support backup of database while in operation.		
69	Bidder to state whether it is possible to schedule a backup/restore.		
70	Bidders to state whether the reports are dynamic, with the provision for a drill-down capability		
71	Bidders to state whether the reports could be exported to Excel and, Word, PDF Formats and deliver HTML5 for internet & mobile users.		

72	Bidders to provide all requisite documentation including but not limited to the following: • System Architecture and Design • User and technical manuals • Training manuals		
73	The platform should be able to scale in performance capacity, incremental data volume growth and number of concurrent users		
	Training		
74	A comprehensive training of all levels of users of the system on the area of use is expected. They include end user level, key user, super user/administrator level, developer and managerial.		
75	Transaction-limits the ability to perform system functions based on configured user roles and groups		
	Field Level security e.g. For example, Egerton University can configure field-level security that only allow certain supervisors to change the status field as per the agreement		
76	Does the system provide account level security restricts on user accounts		
77	Does the system provide for configurable audit trails		
78	Does the system support the auditing of data changes by users on fields, characteristics, or transactions? When a change is made to an audited field, the system captures the user, the date/time, the primary key of the row, the before/after images of the field value, and the database action performed.		
79	Can the system be configured to capture details when specific records are searched for and displayed		
80	Can the system be integrated to Lightweight Directory Access Protocol (LDAP) solution		
81	Can the systems provide administrators with the ability to mask certain data fields within the system allowing only specified users to view sensitive information such as personal identification numbers		
	Document Management		
82	Does the system have a document management integrated to it? The documents can be in any format like M S Word, PDF or other file formats		
83	Does the Document Management system provide workflow capabilities?		

Other Specifications
The vendor should also give a comprehensive implementation schedule outlining all major and minor activities within the whole implementation process indicating timelines of each.

Acceptance test
The system shall undergo a user acceptance test before commissioning and the documentation should be

provided and maintained for reference purposes.

Warranty

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

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

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

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

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

ERP SPECIFICATIONS

No.	Description/Module
1	Technical Specifications of the proposed enterprise resource planning (ERP) system.
2	Admissions and Registration Module
3	Academic and Examinations Module
4	Human Resource Management Module
5	Procurement and Inventory control Module
6	Finance Module
7	Estates Module
8	Transport/Fleet Management Module
9	Library Module
10	Public Relations Module
11	Quality Management and Compliance Module
12	Directorate Of Research And Extension (DRE) Module
13	Security Management Module
14	Council Module
15	Student Affairs Module
16	IGU Management Module
17	Audit Module
18	Student, Parent and staff portal
19	Performance Contracting Module

APPENDIX 1 - TECHNICAL SPECIFICATIONS OF THE PROPOSED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

INTRODUCTION

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

GENERAL SPECIFICATIONS

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

A Multi–Organization System

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

1.1.1 An On-line and Multi User System

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

1.2.3 Workflow Management

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

1.2.4 Importing /Exporting Data

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

1.2.5 Access Points

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

1.2.6 Data Migration

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

1.2.7 Operating Platforms

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

1.2.8 Web enabled

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

1.2.9 Backup and Recovery

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

1.2.10 Integration

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

1.2.11 Security and Administration

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

1.2.12 Availability and reliability

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

1.3 MODULAR SPECIFICATION

1. Technical Specifications of the proposed enterprise resource planning (ERP) system.
2. Admissions and Registration Module
3. Academic and Examinations Module
4. Human Resource Management Module
5. Procurement and Inventory control Module
6. Finance Module
7. Estates Module
8. Transport/Fleet Management Module
9. Library Module
10. Public Relations Module
11. Quality Management and Compliance Module

12. Directorate Of Research And Extension (DRE) Module
13. Security Management Module
14. Council Module
15. Student Affairs Module
16. IGU Management Module
17. Audit Module
18. Student, Parent and staff portal

1.4 OTHER SOFTWARE SPECIFICATIONS

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

1.4.1 Training

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

1.4.2 Implementation schedule

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

1.4.3 Acceptance test

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

1.4.4 System documentation

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

1.4.5 Licensing

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

APPENDIX 2 - ADMISSIONS AND REGISTRATION MODULE

2.1 APPLICATION SUB MODULE

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

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

a) Verification by Admissions
b) Recommendation of Chair of Department
c) Recommendation by the Dean of School
d) Approval by Registrar, ARSA
e) Download your Admission Letter & Joining Instruction

1. Ability to display all the programs available along with their specific requirements.
2. Ability to allow applicants to choose a programme on offer. Additionally, the system should allow applicants to input the required grades for each program.
3. Ability to give feedback on whether the applicant qualifies for the selected program based on the entered grades.
4. Allow applicants to create an applicant profile account, capturing the following biographical data:

a) Personal details
b) Academic qualifications
c) Professional qualifications (if applicable)

d) Employment details (relevant for postgraduate applicants)
e) Academic referees (relevant for postgraduate applicants)
5. The system should allow applicants to upload necessary documents and attachments while creating their profiles, as specified by the requirements of the chosen program:
a) For Ph.D. applicants: Upload KCSE certificate/result slip, Bachelor's Certificate and transcripts, Master's certificate and transcripts, and National ID/passport.
b) For Master's applicants: Upload KCSE certificate/result slip, Bachelor's Certificate and transcripts, and National ID/passport.
c) For Undergraduate applicants: Upload KCSE certificate/result slip and either National ID/passport or Birth certificate. Additionally, applicants applying for Bachelor's programs with a Diploma level background should attach Diploma certificates and transcripts. Likewise, applicants applying for Diplomas from Certificate levels should provide the relevant certificates and transcripts.
6. Upon a successful application, the system should;
a) generate a unique reference number for the applicant and
b) prompt an applicant to make the necessary payment via online transaction i.e the system should be able to integrate to any online gateway.
7. Upon successful admission, an applicant should receive a prompt via email and SMS notifying them that their admission letter is ready for downloading through the web portal and the same forwarded to their email.
8. Reports to be generated at this point would be;
a) Report of applicants by programme
b) Report of pending applications at any one point
c) Report of successful applicants

2.2 ADMISSION PROCESSING SUB MODULE

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

1. Upon receipt of duly filled in online application form, the Admissions Officer should be granted the authority to check and verify all the provided details, including attachments.
2. If the submitted details are found to be insufficient, the system should include a provision to provide feedback to applicants regarding the missing information.
3. After the submitted information is verified, the system should allow the Admissions Officer to submit the application for the next step.
4. Subsequently, the application should be forwarded to the respective Chairman of the Department (CoD) who will review the submitted documents and make a recommendation – either "recommended" or "not recommended" – with a space for remarks.
5. The application will then be passed on to the respective Dean of the School, who will also review the submitted documents and provide a recommendation along with remarks – "recommended" or "not recommended".
6. Upon receipt of recommendations from the CoD and Dean,
a) The system should assign admission number as per admission number guidelines and generate an admission letter using the specified template.
b) Subsequently, the system should compile the received applications into an application summary. This summary will be forwarded to the Chairman Deans' Committee for printing and presentation during the next Committee meeting for approval.

To Note:

a) The system should trigger an email notification to the CoD or Dean of the respective school when a recommendation is needed. The system should include a time limit, and if it is about to be exceeded, a reminder email and sms should be sent to the concerned officer to take necessary action.
b) The system should allow monitoring of the progress of each application as it advances through the

various stages.

2.2.2 Processing of admission letters for KUCCPS placed students (Government sponsored)
1. For KUCCPS placed students, the system should support the importation of data from other software such as Excel and enable the generation of admission numbers, admission letters and account creation.
2. Before the applicant is allowed access to their admission letter, they should be prompted to provide bio data

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

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

2.4 DOCUMENT MANAGEMENT SYSTEM
The system should have the ability to;
1. Create new student files on admission of students
2. Have a folioing system to enhance retrievability of documents
3. Update all correspondence between the student and the University
4. Store, track and manage students records electronically.

2.5 PROCESSING OF STUDENTS REQUESTS
1. The student portal should allow the students make the following student request;
a) Deferment of studies
b) Call off of studies
c) Application for late registration

d) Application for registration of supplementary examinations/retake of unit (s)
e) Application for tuition fee waiver
f) Resumption of studies/Readmission
g) Withdrawal from the University
h) Inter/intra school transfer
i) Inter University transfer
j) Clearance from the University
k) Graduation Application

2. The system should allow for processing of the students requests stated in serial 1 above. In addition, the system should be able to ***generate reports on the same***.
3. The system should have the ability to define various approval stage during the processing of student requests. i.e workflows will be provided
4. The system should have the ability to give feedback to student after the approval has been granted.
5. A copy of the student response should be stored in the ***Document Management System***
6. Ability of the system to update student status as indicated below. In addition, generate reports on the same;
a) Active student
b) Withdrawn
c) Expelled
d) Suspended
e) Pending disciplinary
f) Deceased
g) Graduated
h) Completed
i) Called off
j) Deferred

APPENDIX 3 – ACADEMICS AND EXAMINATIONS MODULE

3.0 ACADEMIC AND EXAMINATION MODULE

The academic and examination module should store comprehensive departmental, school and senate level data including lecturers, courses, curriculum, unit registration, results among other details. It should integrate all academic data to produce various reports like transcripts, student performance analysis and many more.

3.1 Academic Sub-Module

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

CAT attendance) by the COD and lecturers during relevant weeks.

Expected Reports

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

3.2 Examination Sub-Module

3.2.1 Examination Results Sub Sub-Module

1. Full time and part time lecturers should be able to input marks. Access by part time lecturers and full-time lecturers should be limited to entry of marks. The system should have an option for uploading marks on a provided template.
2. The CAT marks sheet and individual marks sheet interface should be accessed by the lecturers and departmental examinations coordinator.
3. To input the student marks into the system (Ability to accept all the scores and uniquely processes marks for those cleared/registered; For those with pending issues, the system should update the record automatically upon clearance of pending academic/registration issues); the system to pick and process only complete details- Should not substitute blank with zero; should have prompts for the user to verify certain entries before processing the requests; categorize the academic issues under which the system may not process the students marks.
4. Processing of marks and generating marksheets (individual unit as well as consolidated). The system should be able to round off marks.
5. Tracking academic progress of various students (Ability to lock out from progression students who have not met requirements and generate a notification for instance clearance of fees, unit(s) failed then copied to the relevant Dean and the COD).
6. The system should be able to upload the consolidated marks for all the students in batch.
7. Processing of individual students' requests, processing postgraduate documents such as progress reports by giving a provision for the supervisor to sign then give relevant notifications to the CoD and Dean for further processing following a predetermined logical procedure in the pecking order.
8. Call offs, application for special/supplementary examinations for all the students should be handled (Connecting Departments; Health Unit, Dean of students, Admissions, and Academic Departments). Regardless, there should be a flawless automation for the interface where the academic departments are a conduit.
9. The system should inculcate all the possible grounds under which a student can apply/request for a special examination for purposes of forwarding to the relevant department for approval (Drop down).
10. The system should keep/store all the historical issues for student and cohorts.
11. At a click of a button, the system should give you an up to date status of a particular student upon request.
12. The system should have ability to allow large scale customization of all other processes done manually, by the user upon approval by the University (Have system synergy and artificial intelligence available at the difference departments where the student is part).
13. The system should have outputs that are in editable document format such Ms. Excel, Word, PDF etc.
14. The system should send notifications to students upon relevant approvals of their requests.
15. The system should be able to generate such reports such as histograms on performance, progress, other academic issues etc.
16. The system should be able to consolidate students marks per program, Ensure no fees balances.

17. Generating of Senate documents in approved rubrics.
18. During marks entry, the system should generate the grades automatically and there should be provision for programmes with different grading like BSc. Nursing
19. The system should keep historical departmental data for consideration during relevant approvals at the school level.
20. The system should be able to edit a previous record upon relevant approvals
21. The processes at the department and the school should be automated in synchrony to allow for access and utilization of relevant historical data.
22. The student data should be captured by the system and remain un-editable from inception during admission of new students.
23. Consolidated marksheet should include a remarks section that shows pass, fail, exam irregularity, the units failed, retake, repeat year, incomplete and status of the student.
24. Access to the consolidated marks sheet and senate reports should be limited to school examination coordinators and Deans of schools. The CATT, individual and consolidated marks sheets and senate reports should have the following information:

a) CATT marks sheet

i. Campus/School/Department
ii. Unit code and title
iii. Semester and academic year
iv. Name of student
v. Registration number
vi. CAT 1 and CAT 2 with marks as prescribed in the curriculum
vii. Assignment 1-4
viii. Practical 1-4
ix. Practicum 1-4
x. CAT Average
xi. It should Provide or have a provision for Lecturer’s name, signature and date where the Lecturer’s details are not captured in the system
xii. It should Provide or have a provision for CoD’s name, signature and date where the CoD’s details are not captured in the system
xiii. It should have a form number that is department based.

a) Individual marks sheet

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

b) Consolidated marks sheet

i. Name of programme

ii. Intake and Academic Year
iii. Semester
iv. Name
v. Registration number
vi. Unit code
vii. Unit Title
viii. Academic hours for each unit
ix. Weights for each unit
x. Total weights for all the semester unit or year unit according to report generated
xi. Total Exam score
xii. It should have a provision for Examination Coordinator's name, signature and date
xiii. It should have a provision for CoD's name, signature and date
xiv. It should have a provision for Dean's name, signature and date
xv. It should have a provision for Chair of Senate name, signature and date
xvi. It should have a form number that is department based

c) Senate reports

1. The system should be able to automatically generate senate captions based on the information in the consolidated marks sheets. There should be an option for revising the senate captions with rights limited to Director, examinations.
2. There should be a provision for date and signature by Dean and chairman of senate. The system should allow modification of the signature sections with rights limited to Deans of schools.
3. The senate captions should be as provided in annexure 1.
4. The system should allow a lecturer to enter marks once and lock it. Once entered and saved, the system should not allow for any alteration of marks by the Lecturer except with clearance from registrar (ARSA) who approves changes to be made by the lecturer.
5. The system should generate an examinations attendance record on the basis of the units the student has registered for and bearing the names of students, registration numbers.
6. Processing of individual students' requests, processing postgraduate documents such as progress reports by giving a provision for the supervisor to sign then give relevant notifications to the CoD and Dean for further processing following a predetermined logical procedure in the pecking order; Ability to track progress in the processing.
7. Upon approval of proposals by the School Board, by click of a button, the system should provide for forwarding of relevant soft copy documents to the Post Graduate Board. Ability to track progress in the processing.
8. Resumption of studies and call offs flowing seamlessly from the department for approval at the School.
9. The system should automatically generate transcripts and result slips. The system should organize the units as per the level at which it was done, including retakes or supplementary. Rights to generating result slips and transcripts should be limited to the School Examination Coordinators and Director, Examinations respectively. Generated transcripts should have the following information:

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

k) Show unit code, title, academic hours and the grade as per the grading system.

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

10. The system should:
a) Allow for dynamic change of approval levels on availability of marks on student's portal for students to view i.e. Department level, School level and Senate level.
b) Automatically maintain a historical audit trail of all grade entries or changes to result slips or transcripts.
c) Allow lecturers to perform grade distribution analysis i.e Histograms.
d) Produce class analysis reports including CAT attendance list (should include details on unit title and code, School, Campus, Department, Academic year, Semester, programme, student registration number and name and a provision for student's signature. At the bottom, there should be a provision for Unit lecturer and CoD's name, signature and date).
e) Allow for attaching of notes to students' results data to help with tracking examination results issues. The system should give a time lapse alert for disciplinary cases e.g. at the end of suspension period.
f) Archive student examination records for future reference.
g) The system should allow for registration of a retake paper twice just in case a student fails the first examination and this should not affect the total number of courses to be done.
h) The system should allow marks auditing and resolution of incomplete marks.
i) The system should provide alerts through emails to students about release of exam results.

Expected Reports

1. Individual marks sheets.
2. Consolidated marks sheets.
3. School board reports.
4. Senate reports
5. Result slips and final academic transcripts.
6. Dean's list.
7. CAT attendance list
8. Examination Attendance List
9. List of Printed transcripts
10. Departmental reports

Other Expected Features

S/N	Main Process	Basic Process details
1.	Curriculum Setup	• Uploading of syllabuses units' matrices • Setting up student progression criteria • Providing for prerequisites and other policies such as retakes, special examinations among others • Providing for approvals and author (CoD) rights for routine reviews
2.	Registration of units	• Adding courses • Removing courses • Updating courses rights • Regular units/Retake/re-retake/supp units loadings • Approvals of course loadings
3.	Class lists	• Downloading of class lists in excel and Pdf
4.	Processing of examination Results	• Uploading of marks • Grade approvals • Downloading of CAT attendances (with names and registration numbers of students) • Downloading of Exam attendances (with names and registration numbers of students) • Consolidate students marks per program, Ensure no fees balances • Tracking of the student's progress
5.	Student progression reports/queries	• Individual/cohort/group reports such as call offs, Absconding, Discontinuation, Disciplinary, Email addresses/Phone numbers. • Send email to groups • Copy multiple email/phone numbers for groups
6.	Submission of Post Graduate Students progress reports	• Post Graduate Students progress reports • Approvals
7.	Call offs/ Deferment/ Academic Leaves	• Leave request • Approvals

Proposed draft submodules are:

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

7. Lecturer unit allocation
8. Exam card processing
9. Exam scheduling
10. Recording exam results
11. Generating grades and transcripts.
12. Marks processing sub-module
13. Result slip generation
14. Student requests
15. Call off
16. Deferment
17. Special exam request
18. Reporting and Analytics sub module
19. Generating various reports and analytics on student performance, attendance, etc. and also data visualization for insights
20. Document Management sub module:
Storing and managing important documents (transcripts, certificates, etc.).

4.2.2 Graduation Sub Sub-Module

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

Expected Reports

1. Graduation list including classification.
2. Other lists that shall be subject to query eg. fees paid, disciplinary, completion rates as per program and number of students admitted in the same cohort

4.2.3 Students Portal Sub Sub-Module

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

a) Application for graduation

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

b) Application for certificates and transcripts

i. This shall start with the student applying online.
ii. The system should then automatically generate a reply to the student. The reply should include the following information:
iii. Requirements that should be met before issuance of a certificate/transcripts
   a) Clearance from the University
   b) Payment of graduation fee
   c) Payment of graduation gown fee
   d) National ID should be provided before issuance
   e) Student ID should be provided before issuance
iv. The system should prompt the Director, Examinations to take action.

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

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

d) Application for reissuance of transcripts

i. This shall start with the student applying online.
ii. The system should then automatically generate a reply to the student. The reply should include the following information:
   a) There is a prescribed fee for reissuance of transcripts and that the receipt should be provided before reissuance.
   b) That the student can pick the transcripts after 1 week.
   c) That request for replacement can only be done once.
iii. The system should then prompt the Director, Examinations to take action.

e) Application for remarking

i. This shall start with the student applying online.
ii. The system should then prompt the CoD who will either recommend or not recommend.
iii. If recommended the system should prompt the Dean of School who will either recommend or not recommend.
iv. If recommended, the system should prompt Registrar (ARSA) for approval. The Registrar will either approve or not approve.
v. The student should receive an automatic reply containing the following information if approved:
   a) That the remarking request is valid if it is submitted 14 days after the release of the Examination results.
   b) That a remarking fee should be paid and the receipt presented to the Examinations office.
vi. The system should prompt the Director, Examinations to take action.

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

f) Application for special Examinations

i. This shall start with the student applying online and attaching necessary supporting documents.
ii. If the application is based on medical grounds, the system should prompt the Health department for verification.
iii. If the application is based on other grounds, the system should prompt the Dean of students for verification.
iv. Upon verification, the system should prompt the CoD.
v. Upon receipt, the CoD should verify against the supporting documents submitted by the student and make recommendations to the Dean of School for consideration.
vi. Upon receipt of the recommendation from the CoD the Dean of School will recommend to senate for approval.
vii. After approval by senate the Dean will communicate to the student about the outcome of the application.
viii. The student should be able to download the examination cards bearing all kinds of special units registered for.

g) Application for supplementary Examinations

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

3.2.4 Examination Processes Sub Sub-Module

The rights to this sub-module are restricted to the Director, Examinations. The Sub-module should perform the following activities:

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

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

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

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

3. Generate Examinations issue forms per department (should include details on Campus/School/Department, Academic Year, Semester, unit code and title, number of Examination

booklets/question papers, name of the person collecting the Examination, signature, date, time and a provision for including form number. At the bottom, there should be a provision for Director, University Examinations name, signature and date). NB: The unit code and titles and should be automatically generated. It should allow for entry of number of answer booklets/questions papers.

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

ANNEXURE 1: SENATE RUBRICS

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

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

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

NB:

i. *The above Headings should be in capital letters*
ii. *The font type should be Times New Roman and font size 12 with one space in between the headings.*
iii. *The headings should only contain words and no numbers for uniformity*
iv. *The captions should be in sentence case*
v. *The Candidates' names should be in capital letters and as much as possible should include the Surname, First Name and Middle Name.*
vi. *The name should be the one the student used to register upon entry to the University and also the one to be contained in his/her certificate.*
vii. *A table should be used to insert the Reg. No, Name and Units for each student but printing should be done without borders*
viii. *viii) There should be no spaces left in between the top rubric, students names and the signature section*

2. The following rubrics apply to different categories for students examinations results;

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

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

3. Other categories are as follows;

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

4. Other important information:

1. These captions should be used as standard captions for the Senate Board of Examiners but in cases where there are programme specific regulations governing a particular programme, this regulation should be quoted when making a decision on the category to place a student. E.g. In cases when a post graduate student fails a supplementary and the programme regulation requires a discontinuation rather than a repeat this should be cited.
2. A candidate can only appear once in the different categories eg one cannot be in pass and fail at the same semester.
3. A candidate can appear in the semester result and the cumulative academic year result where a recommendation is given.
4. **ALL** students registered in the school **MUST** be accounted for every semester in one of the categories of results.
5. If a student has not shown up for any Semester without permission from the Dean's Committee then the student will be deemed to have absconded and will be deregistered (However, if the student turns up later and gives a satisfactory explanation, such a student will be considered for re-instatement by the Dean's Committee).
6. Care should be taken to place the candidates in the correct category of results because after the Senate Board of Examiners Meeting no changes are allowed on the document unless with the Authority of the Chairman of the Senate Board of Examiners.
7. Such changes must be ratified at the Next meeting of the Senate Board of Examiners.
8. If there is doubt as to where a candidate should be placed please consult the Director, University Examinations for advice.

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS

PASS

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates satisfied the Board of Examiners of the School of Business and Economics in the **FIRST YEAR, FIRST SEMESTER** Examinations in the programme(s) indicated.

PROGRAMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

__________________________ ____________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

__________________________ ____________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE EXAMINATION RESULTS
PASS LIST
The following **(NUMBER OF STUDENTS) (DIGIT)** candidates satisfied the Board of Examiners of the School of Business and Economics in the **FIRST YEAR** Examinations for the programme(s) indicated. The School Board of Examiners therefore recommends that he/she/they proceed(s) to the **SECOND YEAR** of his/her/their degree course.
PROGRAMME:

S/NO.	**REG. NO.**	**NAME**

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

______________________________ ______________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

______________________________ ______________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY

SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE SUPPLEMENTARY EXAMINATION RESULTS

PASS LIST

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates satisfied the Board of Examiners of the School of Business and Economics in the **FIRST YEAR** Supplementary Examinations for the programme(s) indicated. The School Board of Examiners therefore recommends that he/she/they proceed(s) to the **SECOND YEAR** of his/her/their degree course.

PROGRAMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE SEMESTER ONE SPECIAL EXAMINATION RESULTS

PASS

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates satisfied the Board of Examiners of the School of Business and Economics in the **FIRST YEAR, FIRST SEMESTER** Special Examinations in the programme(s) indicated.

PROGRAMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY

SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE SUPPLEMENTARY EXAMINATION RESULTS

REPEAT

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates failed to satisfy the Board of Examiners of the School of Business and Economics in the unit(s) indicated against his/her/their names during the **FIRST YEAR** 2015/2016 Academic Year Supplementary examinations in the programme indicated. The School Board of Examiners therefore recommends that he/she/they repeat(s) the (Unit or Year of study) as per regulation **(Quote Programme/School regulation).**

PROGRAMME:

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

______________________________________ ____________________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

______________________________________ ____________________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS
SPECIAL EXAMINATION
The following **(NUMBER OF STUDENTS) (DIGIT)** candidate(s) did not sit for examinations in the units indicated against his/her/their name(s) during the **FIRST YEAR**, **FIRST SEMESTER** Examinations for reasons acceptable to the School of Business and Economics Board of Examiners in the programmes indicated. The School Board of Examiners therefore recommends that he/she/they sit(s) **SPECIAL EXAMINATIONS** in these units when next offered.
PROGRAMME:

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

______________________________ ______________________
(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

______________________________ ______________________
(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

NB
The usual grounds for recommending special examinations are:
1- **Medical grounds** - Medical report must be verified by the University's Medical Officer or Counselor's report in case of psychological problem. Evidentiary Documents should be available in the Exam Board Meeting.
2- **Compassionate grounds** - Where a student might have lost a relative during the examination period. The student must present evidence of this.
3- **Humanitarian Grounds** – A student who has a genuine reason (outside 1&2 above) for not being able to sit exams will be required to seek approval from the Vice-Chancellor through the respective CoD, Dean of School & DVC-ARE clearly indicating the grounds for which the special examination is deserved. **This should be done before or within the examinations session and at least one month before the SENATE BOARD OF EXAMINERS MEETING.**
4- **Special Permission** – This is where a student has special permission to be away during the Examinations session. The special exam should be authorized by the Chairman of the Senate Board through the recommendation of the DVC-ARE.

ALUPE UNIVERSITY

SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS
FAIL
The following **(NUMBER OF STUDENTS) (DIGIT)** candidates failed to satisfy the Board of Examiners of the School of Business and Economics in their **FIRST YEAR, FIRST SEMESTER** Examinations in the units indicated against his/her/their names.
PROGRAMME:

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

____________________________________ ______________________
(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

____________________________________ ______________________
(NAME OF VICE CHANCELLOR) DATE
VICE-CHANCELLOR, ALUPE UNIVERSITY

NB: This apply during the first semester examinations results only.

ALUPE UNIVERSITY

SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE EXAMINATION RESULTS
SUPPLEMENTARY
The following **(NUMBER OF STUDENTS) (DIGIT)** candidates failed to satisfy the Board of Examiners of the School of Business and Economics in their **FIRST YEAR** Examinations in the unit(s) indicated against their names. The School Board of Examiners therefore recommends that he/she/ they sit(s) **SUPPLEMENTARY** examinations in the units indicated against his/her/ their names when next offered.
PROGRAMME:

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY

SCHOOL OF BUSINESS AND ECONOMICS

FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR

YEAR ONE, SEMESTER ONE EXAMINATION RESULTS

ACADEMIC LEAVE

The following **(NUMBER OF STUDENTS) (DIGIT)** candidate(s) requested for Academic Leave during the First year, First Semester. The School Board of Examiners therefore recommends that he/she/they be readmitted during the **FIRST SEMESTER** (*Semester in which the student sought leave*) of **2016/2017 ACADEMIC YEAR** (*Same Semester in next Academic Year*).

PROGRAhttps://www.gsmarena.com/samsung_galaxy_tab_a_10_1_(2016)-8090.phpMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

________________________________ ____________________

(NAME OF DEAN) DATE

DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

________________________________ ____________________

(NAME OF VICE CHANCELLOR) DATE

VICE CHANCELLOR, ALUPE UNIVERSITY

NB:

The acceptable grounds for granting academic leave are;

1- **Financial grounds** – Student is unable to complete his/her fees payment

2- **Medical grounds - Medical report must be verified by the University's Chief Medical Officer or** Counselor's report in case of psychological problem. Documents should be filled appropriately as evidence.

3- **Compassionate grounds –** where a student might have lost a relative during the examination period. The student must present evidence of this.

4- **Humanitarian -** Any other reason acceptable to the Deans Committee and the Academic Board of Examiners

5- **The Academic Leave must have been approved by the Deans Committee**

ALUPE UNIVERSITY

SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS

DECEASED

The following **(NUMBER OF STUDENTS) (DIGIT)** candidate(s), who was/were registered for the (Course of Study), passed on during the **FIRST YEAR, FIRST SEMESTER**. The School Board of Examiners therefore recommends that his/her/their name(s) be removed from the University Register.

PROGRAMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

______________________________ ____________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

______________________________ ____________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY

SCHOOL OF BUSINESS AND ECONOMICS

FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR

YEAR ONE, SEMESTER TWO EXAMINATION RESULTS

DEREGISTRATION

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates (Grounds as listed below eg did not register/did not complete two thirds of continuous assessments in all the units registered) during **FIRST YEAR, SECOND SEMESTER** in the Programme indicated The School Board of Examiners therefore recommends that he/she/they be deregistered under regulation (**quote regulation).**

PROGRAMME:

S/NO.	**REG. NO.**	**NAME**

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

_______________________________ _______________________

(NAME OF DEAN) DATE

DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

_______________________________ _______________________

(NAME OF VICE CHANCELLOR) DATE

VICE CHANCELLOR, ALUPE UNIVERSITY

NB:

This applies when;

1- A student who had qualified to register for a year of study, and does not register within the stipulated period without an explanation,

2- A student does not complete at least two thirds of continuous assessments in all the units registered,

3- Absents himself/herself from at least six university examinations.

4- Fails to sit for a supplementary examination without a valid explanation

5- Absconded.

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SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS

DEFER

The following **(NUMBER OF STUDENTS) (DIGIT)** student(s) requested to defer his/her/their admission to 2016/2017 Academic Year due to (reasons). The School Board of Examiners therefore recommends that he/she/they be readmitted in the **FIRST SEMESTER, 2016/2017 ACADEMIC YEAR** in the programme indicated.

PROGRAMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

________________________________ ________________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

________________________________ ________________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

NB:

- This applies to newly admitted student who cannot report to the University due to various reasons e.g Financial, Medical, Work commitment e.t.c.
- Such a student is allowed to defer admission for a maximum period of two (2) academic years. Thereafter, the offer for admission expires and the person is required to apply afresh.

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS

NON-REGISTRATION

The following **(NUMBER OF STUDENTS) (DIGIT)** did not register for the **FIRST YEAR, FIRST SEMESTER** in the programme indicated. The School Board of Examiners therefore recommends that he/she/they be removed from the University Register.

PROGRAMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

____________________________________ ________________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

____________________________________ ________________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

NB:

- This caption is used for new students who do not report and no reason is provided for this. They are then removed from the University Register.

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS
WITHDRAWAL
The following **(NUMBER OF STUDENTS) (DIGIT)** students withdrew from the University during the **FIRST YEAR, FIRST SEMESTER** in the Programme indicated. The School Board of Examiners therefore recommends that he/she/they be removed from the University Register.
PROGRAMME:

S/NO.	**REG. NO.**	**NAME**

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

________________________________ ____________________
(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

________________________________ ____________________
(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY
NB:
- The transfer of student must be approved by the Deans Committee.
- This is for accounting purposes.

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR TWO, SEMESTER TWO EXAMINATION RESULTS
UNIT CARRY FORWARD EXAMINATION RESULTS
PASS LIST

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates satisfied the Board of Examiners of the School of Business and Economics in his/her/their **SECOND YEAR, SECOND SEMESTER** units carried forward for reasons acceptable to the School of Business and Economics Board of examiners in the programme(s) indicated. The School Board of Examiners therefore recommends that he/she/they proceed(s) to the **THIRD YEAR** of his/her/their degree course.

PROGRAMME:

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

________________________________ ____________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

________________________________ ____________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

NB:

1. The reasons for carrying forward units could be due to
   i. Units not on offer at the time when the candidate is supposed to take the Unit(s)
   ii. Accumulated Special Examinations.
   iii. In the case of first year students who commence their studies at a higher level
   iv. Classes that are combined due to lack of quorum
2. There must be approval by the Deans Committee.
3. In such cases, the Departmental Board and School Board will require formal approvals to accompany the results before approval.

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS

FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS

RETAKE

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates did not satisfy the Board of Examiners of the School of Business and Economics in the **FIRST YEAR, FIRST SEMESTER** Examinations in the programme(s) indicated due to incomplete examinations results in the Unit(s) indicated against his/her/their name(s). The School Board of Examiners therefore recommends that he/she/they retake the Unit(s) when next offered.

PROGRAMME:

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

This refers to the case where a student has failed to satisfy the requirements of class attendance, has not done all the required assignments or CATS or has failed to sit an examination for unacceptable reasons after fulfilling the course work requirements.

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS

DISCONTINUATION

The following **(NUMBER OF STUDENTS) (DIGIT)** candidate(s) failed to satisfy the Board of Examiners of the School of Business and Economics in the units indicated against his/her/their name(s) during the **FIRST YEAR, FIRST SEMESTER** (Ordinary/ Special / Supplementary) Examinations in the Programme(s) indicated. The School Board of Examiners therefore recommends that he/she/they be discontinued as per regulation (**Quote School or University regulation**).

PROGRAMME:

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

- Used for those students who after repeating a year of study (has sat examinations in failed units at ordinary examinations and supplementary examination) and have still not met the requirements to proceed to the next year of study.
- Used for students who do not attain the minimum PASS requirement in all the units registered for in one Academic Year.

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR FOUR EXAMINATION RESULTS
INCOMPLETE

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates failed to satisfy the Board of Examiners of the School of Business and Economics in his/her/ their **FOURTH YEAR** examinations in the programmes indicated for (give reasons) e.g failure to submit the research project report within the set deadlines. The School Board of Examiners therefore recommends that his/her/their results be **WITHHELD** pending fulfilment of the requirements of the course.

PROGRAMME

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

NB:

- This is used for candidates who have not completed/submitted required research, project or field attachments reports.
- Candidates who fail to submit by the set deadline or before the Board of Examiners sits
- Candidates who submit incomplete reports
- Candidates who have committed plagiarism at the final stage of the course

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR FOUR EXAMINATION RESULTS

DEGREE/DIPLOMA/CERTIFICATE AWARD

The following **(NUMBER OF STUDENTS) (DIGIT)** candidates satisfied the Board of Examiners School of Business and Economics during their (**FOURTH/SECOND/FIRST YEAR)** Examinations for the Degree of (**COURSE OF STUDY**). The School Board of Examiners therefore recommends that he/she/they be **AWARDED** the Degree/Diploma/Certificate in the class indicated.

FIRST CLASS HONOURS etc.

S/NO.	REG. NO.	NAME

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

_______________________________ _______________________

(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

_______________________________ _______________________

(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

ALUPE UNIVERSITY
SCHOOL OF BUSINESS AND ECONOMICS
FIRST SEMESTER /SECOND SEMESTER /TRIMESTER, 2024/2025 ACADEMIC YEAR
YEAR ONE, SEMESTER ONE EXAMINATION RESULTS
SUSPENSION/EXPULSION/EXAMINATION IRREGULARITY

The following **(NUMBER OF STUDENTS) (DIGIT)** candidate(s) failed to satisfy the Board of Examiners of the School of Business and Economics in his/her/their **FIRST YEAR, FIRST SEMESTER** Examinations in the programme(s) indicated for **(indicate Reason). E.g** for being involved in an examination irregularity in the Unit(s) indicated against his/her/their name(s).
The University Students Examinations Disciplinary Committee recommended that he/she/they be expelled from the University (*or indicate other outcome of disciplinary proceedings if not expelled*).

PROGRAMME:

S/NO.	REG. NO.	NAME	UNIT CODE

APPROVED BY THE BOARD OF EXAMINERS MEETING, SCHOOL OF BUSINESS AND ECONOMICS HELD ON XXXX

__________________________________ _________________________
(NAME OF DEAN) DATE
DEAN, SCHOOL OF BUSINESS AND ECONOMICS

APPROVED BY THE SENATE

__________________________________ _________________________
(NAME OF VICE CHANCELLOR) DATE
VICE CHANCELLOR, ALUPE UNIVERSITY

Also used for students who;

- **Suspended or expelled therefore do not sit examinations**
- **For general misconduct sanctions that make the student unable to sit his/her examinations**

4.3 Special Features

1. The system should be able to show progression of students from admission to graduation and once prompted generate necessary reports.
2. The system should not allow students who have failed more than 40% of the units taken in the preceding year to progress.
3. The system should not allow registration for students with pending disciplinary action.
4. The system should not allow students with re-retake to register without prior approval.
5. The system should upload various categories of students marks in batch and classify them into respective categories once uploaded.
6. The approval of units is done per student. The system allows the approvals to be done in batch per group.
7. The system should allow registration of retakes and allow relevant billing.
8. The system should allow printing of specials exam cards.
9. The system should segregate registration of electives after specializations and group students accordingly.
10. The system should progress students and consolidate the mark sheets and classify students.
11. The system should not have a manual interface.
12. During marks entry, the system should generate grades automatically and provide for flexibility for programmes with different grading like B.Sc. Nursing.
13. The students should arrange students to cohorts using available information such as registration number, year of study, semester and units registered for.
14. The system to have ability to notify students to register for units. Ordinary units, retakes, re-retakes, Supplementary (For postgraduate) including for postgraduate etc. The system to accommodate all the options concurrently. If requests are approved or declined the system should generate relevant notifications.
15. Ability to accept all the scores and uniquely processes marks for those cleared/registered; For those with pending issues, the system should update the record automatically upon clearance of pending academic/registration issues); the system to pick and process only complete details- Should not substitute blank with zero; should have prompts for the user to verify certain entries before processing the requests; categorize the academic issues under which the system may not process the students marks.
16. To have ability to download Examination attendance, CAT attendance) by the COD and lecturers during relevant weeks.
17. The system should be able to process marks for individual units as well as consolidated units and to round off marks.
18. Ability to lock out from progression students who have not met requirements and generate a notification for instance on the unit(s) failed to the student then copied to the relevant Dean and the COD
19. The system should be able to upload the consolidated marks for all the students in batch.
20. The system should inculcate all the possible grounds under which a student can apply/request for a special examination for purposes of forwarding to the relevant department for approval (Drop down).
21. The system should keep/store all the historical issues for student and cohorts.
22. At a click of a button, the system should give you an up to date status of a particular student upon request.
23. The system should have ability to allow large scale customization of all other processes done manually, by the user upon approval by the University (Have system synergy and artificial intelligence available at the difference departments where the student is part).
24. The system should have outputs that are in editable document format such Ms. Excel, Word, PDF etc.
25. The system should send notifications to students upon relevant approvals of their requests.
26. The system should be able to generate such reports such as histograms on performance, progress, other academic issues etc.
27. The system should generate the result slip at the click of a button.
28. The system should generate a provisional transcript at the click of a button.

29. The system should allow a student should see and download/ print their results slips and provisional transcripts.
30. The student should be able to download the examination cards bearing all kinds of units registered for.
31. The system should generate an examinations attendance record on the basis of the units the student has registered for and bearing the names of students, registration numbers.
32. Upon approval of proposals by the School Board by click of a button, the system should provide for forwarding of relevant soft copy documents to the Deans Committee and onward forwarding to Senate upon approval by Deans Committee. Ability to track progress in the processing.

Expected Reports

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

4.4 Time Tabling Sub-Module

This system should enable Academic staff to easily schedule classes and efficiently use the available spaces for teaching at various campuses. The following functionalities are expected:

1. Lecture rooms and their capacity
2. Laboratories category and their capacity
3. Demonstration Units
4. Handling of blocks
5. The system should allow updating time table.
6. The module should be totally self-checking and should not allow for any conflicts. It should allow for both manual and automatic resolution of room allocation conflicts
7. Event calendar: The system should maintain different type of upcoming events date and time.
8. Room allocation based on size

Places Lecture Halls automatically linking to the number of students

APPENDIX 4 - HUMAN RESOURCE MANAGEMENT SPECIFICATIONS

4.0 HUMAN RESOURCE MANAGEMENT MODULE

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

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

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

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

Work experience
Period (from to), post held, organization
Practicing licenses
Licensing body, license number, license period (from -to)

Seminars and workshops
1. Seminars/workshops attended: (period, venue, title)

2. Membership to Professional bodies: Name of the body, period of membership, membership number
3. Practicing licenses: name of the license, issuer

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

Dependents

Name	Relationship	Gender	Date of birth

4.2 RECRUITMENT
- Online Application of recruitment

Receiving applications
1. Ability of the applicant to create account

Required applicant details

Personal details

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

Education Background

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

Practicing licenses

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

Work experience

Period (from to), post held, organization

Seminars and workshops
1. Seminars attended: No.
2. Membership to Professional bodies: Name of the body, period of membership, membership number
3. Workshops attended: No
4. Practicing licenses: name of the license, issuer
5. Books Written-No.
6. Book Chapters-No
7. Articles in refereed Journals- Name of journal, Author number, No.
8. Supervision of masters Students-No
9. Supervision of Phd Students-No
10. Funded grants secured-No, amount

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

Analysis
1. Ability to export a summary of the applicants as an excel sheet
2. Ability to shortlist applicants based on criteria with comments
3. Ability to score interviewed candidates based on score sheet.
4. Ability to transfer applicants details into the ERP when recruited

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

1. Notification of prequalification and interview dates
2. Notification of appointment after interviews

4.3 STAFF PROMOTION

Ability of the applicant to create account or pick the data from the ERP system and allow for updating of the details
Ability to apply for promotion from the applicant's account
Ability to notify HR on the application
Required applicant details
Personal details
P.F number, Name, Department, current designation, current grade, email, phone number
Education Background
1. Period (from-to), Institution, course of study, grade
2. Ability to attach certificates

Work experience
Period (from to), post held, organization
Participation in University activities
1. Activity participated in, year
2. Ability to attach certificates

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

previous promotion date
Date of promotion, position promoted to

Other requirements

	Non-teaching	**Teaching**
1.	**Workshops attended** Workshop title, dates, venue	**Administrative responsibilities (teaching staff)** Position held, period
2.	**Recognition/commendation** Recognition, reason for recognition, recognized by	**Recognition** (external examiner, reviewer, guest speaker, non-research award, board member, community outreach)
3.		**Consultancy** (Period, area of consultancy) Collaborations/Networks Collaborator, purpose of collaboration)
4.		**Seminars and workshops** Seminars attended: No. Membership to Professional bodies: Name of

		the body, period of membership Workshops attended: year, name of workshop, place Practicing licenses: name of the license, issuer Books Written-No. Book Chapters-No Articles in refereed Journals-Journal name, Author number Supervision of masters Students-No of successfully supervised, number of ongoing Supervision of PhD Students- No of successfully supervised, number of ongoing Funded grants secured-type (internal, external) No, amount

Analysis

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

Reports

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

Alerts

1. Notification on successful application
2. Notification of interview

4.4 PERFORMANCE MANAGEMENT

1. Ability of the employee to set targets (unit of measure eg. Time, percentage, number, performance indicator/ evidence)
2. Ability of the HR administrator to set the standard targets applicable to all employees.
3. Ability of the employee to list duties
4. Ability of the employee to define definitions for each target
5. Ability of the employee to consent to the targets
6. Ability of the employee to amend the targets before submission to HoD
7. Ability of the HoD to submit targets to HR office
8. Ability of the HoD to do a mid-year review and submit to the HR office
9. Ability of the employee to consent to mid-year review
10. Ability of the HR administrator to return the targets to the department for review
11. Ability of the employee to upload evidences into the system.
12. Ability of the HoD to conduct end year appraisal, make comments record scores and submit to HR.
13. Ability of the employee to consent to the end year appraisal rating
14. Ability of the system to do an average score (standard targets and set targets)
15. Ability to set timelines for each step after which the system shuts that process. Ie. Setting targets, mid-year review and end year appraisal
16. Ability to send notifications/reminders during appraisal periods

Expected reports

1. Target setting reports (Those who have set, those who have not set)

2. Mid-year reports (Those who have done, those who have not done)
3. End year reports (appraised, not appraised)
4. Average score for both standard and individual targets (employee and department)
5. Employees who have attained each score.
6. History of performance (employee, department)
7. Ability to export a summary of the appraisal ratings as an excel sheet

4.5 TRAINING

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

Reports

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

4.6 LEAVE MANAGEMENT

Leave Schedule

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

Application of Leave

Annual Leave

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

Emergency Leave

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

Maternity Leave

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

Paternity Leave

1. Member should Attach a Birth Notification during application of Paternity Leave.
2. Follow Annual Leave from Step 3 to 11.

Sick Leave

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

Study Leave

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

Leave Reports.

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

4.7 DISCIPLINE

1. Ability to capture the following details of staff discipline

Violation type	Description	Date	Action taken	Remarks

Reports

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

8.Time and Attendance

1. Track employee attendance with the use of either fingerprints or smartcard
2. Ability to define shifts

Reports

1. Employees who are absent and are not on leave
2. Ability to filter attendance based on time and date and generate report

4.8 STAFF EXIT

1. Ability to terminate employees from the system
2. Ability to specify the mode of exit
3. Ability to populate the various modes of exit

Reports

1. No. of exits within a specified period of time per mode of exit
2. Length of service for each employee
3. Exits per staff category, department, gender

4.9 DOCUMENT MANAGEMENT

1. Ability to upload documents into the system employees account
2. Ability to folio the documents
3. Ability to assign access rights to the documents

OTHER EXPECTED REPORTS

1. Employee service history (appointment, confirmation, contract renewals, leave, disciplinary, promotion) ability to select on what to include in the report.
2. Reminders (contract expiry, probation expiry)
3. Reports on employee ages. Eg. Years to retirement, staff between certain ages
4. Reports on gender (percentage of each gender per department and at the University)
5. Report on ethnic demographics (percentage of each ethnic group per department and at the University)
6. Reports on staff categories (teaching and non-teaching, no. of each category per department, number of each category per school)
7. Reports on appointment dates eg. Staff appointed between specific dates
8. Report on employees with additional responsibilities. Eg. Chairmen, Directors, Exam coordinators, with their appointment periods.

4.10 PAYROLL MANAGEMENT

The key aspect of this module is to capture all the Payroll Processes for the organization. It should allow the institution to generate pay slips and salary register based on the attendance of the employees taking care of leaves, overtime, allowances, loans, advance, bonus and other standard deductions like N.S.S.F., SHIF, HOUSING LEVY and P.A.Y.E.

The payroll management should have the following functionalities and features;

1. Salary Processing
2. Auto Email Pay slips
3. Provide employee Service Profile
4. Should provide Earnings reports and schedules
5. Should capture all deductions
6. Should have recurring Benefit Setup
7. Should have recurring pension setup
8. Should have Loan/Advances Management
9. Should enable the capturing of Insurance Providers
10. Should enable the capturing of Banks and categorizing them
11. Should provide for capturing of other financial Institutions
12. Should have the Irregular/Part time payments
13. Should have Utilities
14. Should have the Setup window
15. Should provide reports in anchored on existing standards
16. Should enable Payroll Comparison
17. Prorate earnings for a contract ending before end month
18. Mass importation of transactions

APPENDIX 5 - PROCUREMENT AND INVENTORY CONTROL
5.1 PROCUREMENT AND INVENTORY CONTROL
Department Overview
Procurement Department deals with procurement of goods, works and services; receiving storage, issue of goods as well as disposal of idle assets. It also involves preparation and submission of reports to University management, University Council, Government Ministries and State Agencies.

EXPECTED FEATURES
It should have the ability to do the following:

1. Fully integrated with finance, procurement and Inventory module which includes Purchase Orders with vote heads, Budgetary Control Module and Goods Received Note.
2. Prepare Procurement Plan
3. Prepare and process Purchase Requests.
4. Be able to generate Request for Quotations from the system in the prescribed format.
5. Prompt the sending of quotations and all relevant and attachments using emails
6. Allow for filling of Quotations online (web based from a link from sent email) and submission
7. Analyze quotations and award automatically by use of predefined criteria in the prescribed format. However, manual awarding should also be allowed so that the tender evaluation can recommend award appropriately.
8. Generate award forms from the analysis in the prescribed formats and link the award form to finance for confirmation of availability of funds
9. Auto generate Purchase Orders from award forms in the prescribed formats and link Purchase Order to Finance for voting.
10. Show status on Purchase Orders and track expiry
11. The system should be able to capture and store all records of registered suppliers of various items and also accommodate framework contractors.
12. The system should give an option to restrict ordering within vote heads in any given financial year or any defined budget periods.
13. Create and allow automatic creation on inventory of items/services consumed and attach a vote head to each item.
14. Have the ability to link inventory items to respective Suppliers for Request for Quotations and framework suppliers.
15. Ability to create Purchase Orders for items in the framework list for framework items.
16. Ability to link with other University portals and send alerts.
17. Maintain Code of items of purchase, Quotation Register which should allow for updating.
18. Register, maintain and update list of suppliers
19. Prequalification and maintain the list of prequalified suppliers
20. Contract management and give contract status
21. Generate Purchase Requisition Note (PRN)

PROCUREMENT WORKFLOW

1. A procurement plan shall be prepared in the prescribed format.
2. The Purchase Requests shall be prepared by the User Departments which shall be sent to the stores section for confirmation of availability of stock. If not available, the form is sent to finance to confirm availability of funds after which it alerts the user and sent to the VC or DVC (AFD) for approval. Upon receipt of the Purchase Request, the Head of Procurement will assign the Purchase Request to an officer. The officer handling the request will procure using the relevant procurement method as provided in the Act.
3. The officer will send the quotations and any other document to suppliers for their action. The suppliers should be able to sends back the filled quotations or any other documents within the set date and time which will automatically be disabled.

4. On receipt of the filled documents, the opening committee should be able to open the documents and append their signatures online (using Biometrics).
5. The Evaluation Committee analyses the quotations. The system should allow for filling of recommendations in the analysis report template and signing by the members.
6. The analysis report is then be released to Head of Procurement for providing a professional opinion.
7. After the professional opinion, the analysis report is sent to the VC for approval. After his action it will automatically send an alert to the procurement office.
8. If approved, the system should have the ability to automatically generate award forms which is then sent to finance for confirmation of funds. When availability of funds is confirmed by the finance department, an alert will be sent procurement office.
9. The system should be able generate a Purchase Order. The Purchase order should then be sent to the Head of Procurement for approval then sent to finance for budgeting/voting finally it's should be sent to the DVC (AFD) for signing.
10. After signing the system should be able to send an alert to the procurement office, the stores and the user.
11. The Purchase Order is sent to the supplier by email and enable printing

PROCUREMENT MODULE EXPECTED REPORTS

1. List of registered suppliers per item category
2. Purchase history per supplier
3. Price list and price updates per supplier
4. Outstanding Award Forms
5. Outstanding LPOs
6. LPOs partially supplied
7. Cancelled Award Forms/ LPOs
8. Quarterly and half year reports on Youth, Women and PWDs
9. Report on goods made in various countries e.g. made in Kenya
10. Report on all purchases on quarterly basis
11. Reports on framework agreement purchases
12. Monitoring of supplier performance
13. Summary of Procurements per item

5.2 INVENTORY SUBMODULE

The system should have the ability to do the following;

1. Create an inventory of items/services consumed and attach a vote head for each item per department and section.
2. Maintain Stock Reorder Levels for common user items: Ensuring that supplies are maintained at optimal levels and get a notification when specific items fall under a predefined re-order level.
3. To determine surplus, redundant and obsolete supplies.
4. Monitor movement and utilization of inventory items
5. Receive delivered items and automatically update stock levels
6. Monitor inventory expenses by user department and sections.
7. Support use of barcodes when receiving or issuing inventory items
8. To automatically generate the GRN, Inspection and Acceptance Certificate and Inspection and Rejection certificate in the prescribed formats.
9. To generate stores Requisition Note by user department as per the prescribed formats.
10. To create and update stores ledger.
11. The system should allow determination of the maximum stock level per item
12. Provide for capturing of warranties and shelf life and give alerts on expiry
13. Online booking for inspection by suppliers indicating date and time of delivery.

INVENTORY SUB-MODULE EXPECTED REPORTS

1. Outstanding L.P.Os
2. Partially delivered LPOs.
3. Store Ledgers.
4. Good Received Note
5. Inspection and Acceptance Certificate
6. Inspection and Rejection Certificate.
7. Obsolete, redundant and slow-moving goods.
8. Fixed assets items and costs.
9. Expired warranties.
10. Usage of goods quarterly reports
11. Inventory and consumption reports for departments and sections on request.
12. Store Requisition and Issue Note
13. Stock taking Report.
14. Summary of supplier booking for delivery and Inspection of goods.

INVENTORY MANAGEMENT WORKFLOW

Receipt of Goods and Services

1. The supplier books for delivery and inspection to the Stores Section through the system and gives an alert
2. Upon delivery, the goods shall be inspected, and if accepted, Good Receive Note is generated or Inspection and Acceptance Report for Services. In case they are rejected, a Goods Rejection Note is generated.
3. The system automatically transfers the information to the Store Ledger and Updates accordingly.
4. The Supplier payment documents are uploaded to the system and give an alert to the Procurement Department for verification
5. Upon Verification, they are forwarded for payment.

5.3 ISSUE OF GOODS

1. The User generates a Stores Issue Note which gives an alert to the Stores Section.
2. The system verifies the availability of items in stock and issues accordingly.
3. The system balances the Store Ledgers.

5.4 STOCK TAKING

The system should allow for re-adjusting of stock levels and facilitate quarterly stocktaking.

APPENDIX 6 - FINANCE MODULE

6.0 FINANCE MODULE

Chart of Accounts and General Ledger Setup

- Allow creation of accounts and sub-accounts.
- Provide to setup and manage general ledger
- Allow for Integrations with the bank

6.0.1 Student Finance

- The system to manage billing of both PSSP and KUCCPS students for all academic levels (undergraduate, postgraduate, e.t.c)
- Avail student fee statement to student portal
- Bursary Management
- Manage the billing of student for both self-sponsored and government sponsored students
- Allow setting up of fee structures for each category of student
- Provide aging analysis report
- Provide student balances report
- Provide a setup for the fee policy.
- Manage student receipts
- Manage refunds
- capability to reverse erroneous invoices or receipts
- Narration/description of transactions in Fee statement for proper understanding
- Student Billing report (Credit, debit report) per semester and academic year
- Integrate with bulk SMS and email module to allow communication to students with fee balances
- Fee collection report per student category
- Manage student billing: billing of one student and mass billing
- handle sponsor’s funds such as HELB, Bursaries, Scholarships, CDF

6.0.2 Accounts Receivables

- Invoices Create invoices
- Credit notes and debit notes,
- Receipts showing transaction number
- Accounts receivable adjustments,
- Refunds customer ledgers,
- Processing prepayments,
- Processing of discounts
- Processing miscellaneous receipts,
- Allow waivers and discount with approval
- Processing unrealized exchange gain and loss accounts.
- Ability to create proforma invoices for customers.
- Ability to charge interest to overdue customer accounts
- Reports: Customer List, customer aging analysis, customer statement, customer invoices, overdue receivables, receipt,
- Ability to cater for income generation activities

6.0.3 Accounts Payable

- Creation of vendor profile
- Manage payment to vendors: Invoices and Payment vouchers
- Keep track of payment to vendors
- Vendor statement
- Vendor trial balance
- Creditors aging analysis
- submodule to be integrated with the procurement module
- Compliance to tax laws(KRA, ACTS)
- Ability to pay multiple invoices from a single vendor using one
- cheque with supporting detail on cheque stub or remittance advice
- Capability to manage payment to insurance cover providers
- Create capability to apply taxation

- Payment to suppliers should reflect on the specific supplier's portal
- Reports: Payment voucher list, vendor statement, vendor detailed statement, VAT, statutory reports

6.0.4 Payment Gateways Integration

- System provide E-Citizen Integration, Bank Integration
- In case in future there is need to add additional payment gateway, this integration is a required feature and should be provided

6.0.5 E-TIMS Integration/KRA Tax System Integration Compliance

- The system should provide ETIMS integration or the required integration to allow compliance.

6.0.6 Imprest Management

- Allows creation of imprests
- Imprest approvals
- Imprest Reports: Imprest ledger report, individual report, daily/ monthly/quarterly/annual report
- Requisition from staff portal
- Imprest surrender

6.0.7 Projects and Funds Management

- Create Project Title, Number, location, coordinators, location
- Create Project Budget
- Link to procurement, imprest, payables, and assets module as appropriate
- Provide project budget vs actual expenditure report
- Provide the creditors statement
- Allow the capability to manage funding

6.0.8 Bank Reconciliations

- Create interfaces for bank reconciliation
- Expected reports: Bank reconciliation Statements, Bank reconciliation summary, Detailed Bank reconciliation
- Allow automated bank reconciliation
- Merging bank statement with system generated cash book

6.0.9 Budget

- Linked to procurement module
- Ability to adjust budget
- Ability to upload budget
- Control processing of LPOs to check Budget
- Report: Budget and Actual Expenditure Comparison
- Budget locks

6.0.10 Fixed Assets

- Maintain record of Fixed Assets showing date of acquisition, location, asset value, identifier (serial number/university asset tag)
- Fixed Assets Register Report

6.0.11 Part-time claims

- Operationalization of parttime management module including functionality to raise the claim on portals

- List of unpaid claims
- Part-time lecturer claims statement

6.0.12 Cash Office

- Cheque register
- Cash Book Management
- Petty cash management
- Report: Cash flow movement report on daily, monthly, quarterly, annual basis.
- Cash reconciliation
- Payment voucher listings and the status
- Payments on hold report

6.0.13 Expected Financial Reports

- Accounts/Subaccounts Listing
- General ledger report
- Debtors aging analysis
- Creditors aging analysis
- Trial balance
- Statement of Comprehensive Income with comparative figures
- Statement of Financial Position with comparative figures
- Statement of cash flows with budget and comparative figures
- Statement of changes in Net Assets
- Statement of comparison of budget with actual figures
- Notes to the financial statements with comparative figures
- Bank Reconciliation
- Fixed Assets Report
- All statutory reports
- Historical Budget report

6.0.14 Financial Reporting

- Generate Financial Statements (Statement of Financial Position, Statement of Financial Performance, Cashflow Statement, Changes in net assets and Budget Comparison) as outlined by Public Sector Accounting Standards Board from time to time. Currently reporting is on accrual basis

6.0.15 Point of Sales Module

- Multi-location capability (Multiple and different point of sales and capability to create additional location if need be)
- Point of Sale module- to allow sale of food to students and staff
- Integrate Point of Sale with E-Citizen Payment Gateway
- Synchronize the Point of Sale to the Finance Module for the purpose of tracking sales, receipts, and bank ledger reports
- Sales per cashier report
- Sales per location report
- Sales per Account
- Daily sales reports, monthly sales reports, quarterly sales reports, annual sales reports
- Concurrency-allow multiple cashiers to post sales concurrently

6.0.16 <u>Payroll Module</u>

- Salary Processing

- Ensure the payroll processing meets government regulation and standards as per the Kenyan laws
- Pay slips Generation
- Generate P9 Forms
- Should provide Earnings reports and schedules
- Should capture all deductions
- Benefits/Allowances Setup
- Pension setup
- Loan/Advances Management
- Capture Insurance and Relief payroll aspect
- Capturing of Banks and categorizing them for reporting purpose
- Cater for Irregular/Part time payments
- Should have the Setup window
- Should provide reports as per existing standards and regulation
- Facilitate Payroll Comparison
- Allow Prorating earnings for a contract ending before end month Export/Import functionality
- Statutory deductions
- Bank Reports
- Statutory deductions reports
- Manage Payroll for secondary Employees, generate P9 forms, pays lips and other reports for the same

APPENDIX 7 - ESTATES MODULE

DEPARTMENT OVERVIEW
The department falls under AFD division and is mandated to develop, manage and maintain University's infrastructure with the aim of creating a conducive environment for the University to fulfil its core mandate.
7.1 FACILITIES MANAGEMENT
7.1.1 REPAIRS
EXPECTED FEATURES
1. Ability for a user to request for repair, give a brief description of the repair request, its location and classify it as either special request or a normal repair. System should give each repair request a unique number.
2. Ability for Head of Estates (HoE) to assign the request to a Maintenance Officer(s) (MO) and notify the requesting officer that it has been assigned.
3. Ability for the MO to give feedback to the requesting officer and HoE upon assessment, giving the proposed dates the repair will be carried out and the building the repair is being carried out.

NB. *MO should have ability to check availability of materials in the store (link with Stores module). If not available, the system should prompt procurement process, link with the process for procuring of goods/services, Link with Finance to vote for availability of funds.*

4. The system should prompt the MO to give feedback within 2 working days from the date of the repair request.
5. The system should prompt the MO to continue with repair request upon delivery of materials and notify HoE and requesting officer.
6. The ability for the MO to give feedback upon completion to both HoE and the requesting officer within 2 working days from the set completion date.
7. The ability for the requesting officer to give feedback to both MO and HoE within 7 working days after notification of completion.

NB: *If no feedback is received within the 7 days, the ticket shall be closed and deemed to have been completed successfully.*
EXPECTED REPORTS

Repair reports
***NB.** The HoE should have the ability to filter the information based on dates, year, MO assigned, type of repair and building.*

7.1.2 MAINTENANCE
EXPECTED FEATURES
1. Ability for the HoE to request for maintenance inputs from Directors, CoDs, Unit Coordinators, HoSs/HoDs in May of every year. The system should prompt the HoE by 5^{th} May of every year.
2. Ability to view inputs given above.
3. Ability to prepare and/or upload maintenance schedule as per approved template and seek approval from DVC(AFD) by second week of June.
4. Upon approval, the system should have the ability to notify assigned MO and relevant Directors, CoDs, Unit Coordinators, HoSs/HoDs.
5. Ability for the MOs to update status of implementation of each maintenance activity.

Features for outsources maintenance services; -
1. Ability to schedule for planned maintenance as per service contracts and send notifications to engaged contractors, HoE and assigned MO link with store module for booking of inspection.
2. Ability generates and upload maintenance job cards, checklist and reports.
3. Ability to upload payment certificates for approval by the VC and payment by Finance. Send notification to suppliers, HoE and MO upon payment. Ability to view and print previous payment schedules to suppliers.
4. Ability to notify HoE and assigned MO on expiry of service contracts one month before expiry.

EXPECTED REPORTS
Maintenance reports
***NB.** The HoE should have the ability to filter the information based on dates, year, MO assigned, maintenance activity and building.*

7.1.3 UTILITY BILLS
EXPECTED FEATURES
1. Ability to request for utility bills from service providers through emails.
2. Ability to upload the analysed bills and request for approval of payments by the VC.
3. Ability to feed monthly bill information and consumption data and generate reports (mid-year and end year) of the same.
4. For internal bills, ability to generate bills and send to Tenants, DVC-AFD, Finance through emails and notify HoE on status of payments.

7.1.4 ASSET MANAGEMENT
1. Ability to generate and maintain inventory assets for the department for both movable and immovable assets. Link with DVC-AFD module on house allocation.
2. Ability to upload/generate reports and forward to DVC-AFD for approval.
3. Ability to notify procurement on need for disposal of obsolete assets. (link with procurement module on disposal of assets).

7.2 CONSTRUCTION OF NEW PROJECTS.
EXPECTED FEATURES
1. Ability to create a project data comprising the following; -

S/No.	Description
1.	Project Name
2.	Project Number/tender no.
3.	Project Description
4.	Contract Sum
5.	Performance Bond (To notify the project team 1 month before expiry)

6.	Commencement Date
7.	Intended completion Date
8.	Project Consultants ● Project Manager ● Project Architect ● Project Quantity surveyor ● Structural Engineer ● Electrical Engineer ● Mechanical Engineer ● Clerk of works ● Project secretary ● Others
9.	Contractors ● Main contractor ● Electrical sub-contractor ● Mechanical sub-contractor ● others

2. Ability to classify project type; - in-house managed, contracted in-house managed and contracted projects.
3. Ability to upload designs, details and cost estimates to DVC(AFD) for review and forwarding to VC for approval.
4. Get a notification for the approval or otherwise. In the event its approved, prompt the HoE to send tender document to Procurement department for tendering.
5. In the event it's not approved, the process shall start again.
6. Get notification for engagement of contractors and/or consultants and prompt for site handing over.
7. Ability for the HoE to nominate/recommend a project clerk of works to DVC(AFD) for approval. Notify the clerk of works and HoE upon approval.
8. Ability to schedule site meetings, inspections, milestones and send notifications to project team members.
9. Ability to upload reports and circulate to project team members through emails.
10. Ability to upload valuations and payment certificates for approval by the VC and payment by Finance. Send notification to contractor, HoE and Project Manager upon payment. Ability to view and print previous payment schedules to contractors.
11. Ability to generate payment certificates, practical completion certificates, certificate of making good defects. Ability to print and upload the certificates.
12. Ability to prompt for capitalization/removal of the project from work in progress.
13. The system should ensure that the information/attached project details are read-only and are not editable.
14. The system should automatically deactivate the contractor's project account in the contractors'/suppliers' portal

EXPECTED REPORTS

1. Practical completion certificate.
2. Certificate of making good defects.
3. Payment certificates
4. Project progress reports

7.3 ONLINE REPAIR REQUEST

The system to allow users to make request for repairs to estate department

7.3.1 EXPECTED REPORTS

1. Item movement
2. Issuance reports
3. Damages and loss reports
4. Stock reports

APPENDIX 8 - TRANSPORT DEPARTMENT SPECIFICATIONS

The transport management module aims at

EXPECTED FEATURES

1. The system should be able register all details of the University Vehicles;

a) Vehicle model and year of manufacture
b) Capacity
c) Insurance details - date of commence and expiring
d) Tyres (serial numbers)
e) The system should be able to create a work ticket for each vehicle
f) The system should be able to create an account for each driver and a driver should be able to be linked to a particular vehicle.

2. Each driver should be able to be assigned a vehicle and once his duty has ended, he signs out by filling in the work ticket thus making the vehicle available.
3. The module should be able to provide yearly duty rota for the drivers and also a safari rota
4. The system should be able to monitor fuel consumption, that is kilometers done per litre on each vehicle and be able to arrest any anomalies
5. The system should be able to generate monthly service repair analysis
6. The system should also manage fuel card for each vehicle and alert/prompt for topping up when almost deprived.
7. At the inception of a journey staff member after confirming the relevance of the journey and getting approval, the next step should be to log on to the transport portal to confirm the availability of the vehicle (capacity) on the date and time and duration its intended to be in use.
8. A user will then fill in a transport requisition form. The form will be indexed and numbered.
9. Once filled in the form will go to HOD/COD for approval which will be forwarded to Registrar for final approval.
10. Once the registrar has approved, the approval will be forwarded to head of transport.
11. Head of transport will allocate a vehicle and driver to the request and then send it back to the owner of the request.
12. The request will also be copied to Head of Finance to process per diem allowance for allocated driver.
13. The vehicle will then be added to the duty rota which organizes all vehicles and drivers.
14. The system should also be able to record vehicle mileage for each vehicle and alert for service 1000 kms before due mileage and should be adjustable as found appropriate.
15. Be able to analyse monthly fuel consumption, and give comprehensive monthly service cost analysis for each vehicle.
16. To also give monthly repair cost analysis for each vehicle.
17. To be able to show transport requisitions done weekly.
18. To be able to make a duty rota
19. To be able to make a safari rota - especially on out of the county assignment
20. to make a safari rota - especially on out of the county assignment

EXPECTED REPORTS

1. Registered vehicles and all their details.
2. Registered drivers and their work flow.
3. Work tickets for each vehicles.
4. Duty rota weekly, monthly and yearly.
5. Fuel card reports.
6. Transport requisition forms. View status.
7. Available vehicles and booked vehicles and drivers.
8. Mileage reports for each vehicles.
9. Fuel consumption reports for each vehicle (as per sample).
10. Service and repair analysis done and cost analysis of all repairs (as per sample).
11. View safari rota and duty rota.

APPENDIX 9 - LIBRARY

Department Overview

Library services that is reprographics, issuance, laptop verification, student registration

EXPECTED FEATURES

9.1 REPROGRAPHICS

Self-printing, scanning and copying

a) Create an account
b) Select service from menu
c) Pay for service from the items selected
d) Print, scan and photocopy

Payment must be done before printing

9.2 BOOK ACQUISITION

1. Library to send out request to lecturers and students requesting them to suggest books. Must include Programe, unit code and title, author, date of publication, publisher, ISBN and price
2. Lecturers to suggest books and send suggest items to the library
3. Library to confirm the correctness of the entries and insert the price
4. Library send the revised list to CoD for approval.
5. CoDS send the list to the library
6. Library sends the list to Registrar, DVC for approval

9.3 BOOKING OF RESEARCH ROOMS

1. Log in with University mail
2. Click on the room you wish to book a space
3. Refine the search for rooms which available
4. The maximum booking duration is 3 hours at a time
5. Ability to make 2 bookings a day, 5 bookings a week and 10 bookings a month
6. Limit to 2 bookings a day, 5 bookings a week and 10 bookings a month
7. Limit to; rooms can be booked for up to 28 days in advance. Bookers limited to see the calendar beyond that time, but won’t be able to make a booking
8. The researcher to select the date, room, duration and time for booking
9. Library approval
10. Confirmation
11. Once a booking has been made successfully, you will see the confirmation details on screen and an email will be sent to the email account containing your booking details.

12. Students registration; Ability to **import** new student data and photo from the ERP and **export** it to Koha
13. Self-Laptop verification; Ability to check in and out laptop at entrance to confirm ownership verification
14. Book security; Ability to detect books that are not dully issued through Koha as the student leave the library.

EXPECTED REPORTS
Monthly Reports

OTHER FEATURES
1. Ability to self-print
2. Ability to self-book research rooms
3. Ability to facilitate book acquisition process
4. Ability to **import** data from ERP and **export** to Koha
5. Ability to track students/staff laptop getting in and out of the library
6. Ability to detect books/materials getting out of the library not having been issued

APPENDIX 10 - PUBLIC RELATIONS MODULE

The Corporate Affairs Office is responsible for corporate communications – internal and external, government relations, public affairs, community relations and stakeholder relations. The office is responsible for managing the stakeholder landscape of the University. The Corporate Affairs Office helps to tell Alupe University story through communication, publicity and marketing strategies that help promote the vision, mission, programmes, activities and the unique experience one will find at the University.
As the image and brand promoter of the University, the Office charts strategic pathways for cultivating and building an internal and external foundation of goodwill and positive image for the University in line with the University's vision and mission. The staffing comprises of creative and innovative administrative officers, media professional, editorial staff, public relations and communication staff working in the following areas:

1. Corporate Social Responsibility
2. Corporate Branding
3. Corporate Communication, updating information about the institution
4. Public Relations – Reception and courtesy, guided tours
5. Media Relations
6. Public and Marketing
7. Design and Publications
8. Production of branded material, brochures,
9. Production of newsletter and magazines, news gathering, writing and editing
10. Photographic services/Video/Documentary production
11. Protocol, corporate events coordination and management
12. Organizing and participating in Exhibitions, careers fairs
13. Managing the University official social media channels
14. Corporate policies development and implementation
15. Website publications, update of news and other pictorial content on the
16. University's website.

The proposed Corporate Affairs modules will include:

10.1 MEETING DASHBOARD

EXPECTED FEATURES

1. Ability to have centralized meeting-related information, including schedules, agendas, attendees, and meeting minutes.
2. Ability to sync with individual calendar.
3. Ability to avoid double - invite

10.2 BOARDROOM RESERVATIONS

EXPECTED FEATURES

1. simplify the booking process for employees, hence reducing administrative burden and saves time.
2. Prevention of double bookings and conflicts in boardroom reservations.
3. Notification and Reminders: send automated reminders to both the booking party and the room administrator, reducing no-shows and increasing accountability.

10.3 TRANSPORT REQUISITION

EXPECTED FEATURES

Allow requests to be submitted and approved electronically.

10.4 WEBSITE UPLOADING REQUEST

EXPECTED FEATURES

1. Streamline the website uploading request process, ensuring all content undergoes the necessary review and approval steps before going live.
2. Allowing the office to track changes, collaborate effectively, and revert to previous versions if needed.
3. Ensuring necessary approval and procedures are adhered to.
4. Ability to enforce access controls and permissions for website uploading, ensuring that only authorized personnel can publish content.

10.5 GRAPHIC DESIGN REQUEST MODULE

EXPECTED FEATURES

1. Ability to receive content for design and layout.
2. Ability to know the necessary approvals: - Registrar or Source Department/School
3. Allocation of designers
4. Tracking the progress of the designs.

10.6 FLASHLIGHT MANAGEMENT REQUEST MODULE

EXPECTED FEATURES

1. Ability to upload multiple articles
2. Ability to upload images that accompany the articles
3. Ability to easily track reviewed articles
4. Allow the secretariat to see the number of articles uploaded
5. Allows the secretariat to know the reviewed articles
6. Allocations of designers to a task
7. Tracking the progress of the designs

EXPECTED REPORTS

Meeting Dashboard

1. Meeting Schedules: Reports displaying upcoming meetings, their dates, times, and locations.
2. Meeting Room Utilization: Reports on the usage of meeting rooms and their availability.
3. Meeting duration: Reports on the duration taken in the meetings.

Boardroom Reservations:

1. Boardroom Booking Status: Reports displaying the current status of boardroom reservations (booked, available, etc.).
2. Boardroom Utilization: Reports showing the occupancy rates and usage patterns of boardrooms.
3. Boardroom Reservation History: Reports providing historical data on boardroom bookings.
4. Boardroom Conflict Resolution: Reports identifying any conflicts or double bookings in boardroom reservations.
5. Boardroom Booking Trends: Reports illustrating booking trends over specific periods (e.g., months, quarters).

Transport Requisition

1. Transport Requests: Reports listing all submitted transport requisitions, including request details and dates.
2. Transport Approval Status: Reports indicating the approval status of each transport request.
3. Transport Expense Reports: Summaries of transport-related expenses, categorized by date or purpose.

Website Uploading Request

1. Website Performance: Reports with analytics on website traffic, page views, and user engagement after content uploads.
2. Content Upload Tracking: Reports tracking the progress of each content upload request through approval workflows.

Graphic Design Request Module

Quarterly Design and Layout reports

Flashlight Management Request Module

Submitted and not submitted reports

APPENDIX 11 - QUALITY MANAGEMENT AND COMPLIANCE MODULE

11.1 Directorate's Overview

The Directorate of Academic Quality Assurance mainly deals with the general quality assurance of learning and academic programmes at the University. The Directorate falls under the Academic Division.
Different mechanisms have been put in place to ensure quality learning which include:

1. Monitoring of Students' registration and orientation process.
2. Monitoring of lecture take-offs at the beginning of every semester.
3. Monitoring of Examinations (CATs and End of semester exams)
4. Conducting evaluation of teaching and learning (Mid-semester & End of semester).
5. Conducting Evaluation of practical teaching and learning at the end of every semester.
6. Conducting evaluation of teaching practicum.

EXPECTED FEATURES

The expected features for the processes are:

11.2 MONITORING REPORTS (LECTURE TAKE-OFF, EXAMINATIONS)

Data collection: The system should have a feature for data collection with the ability to capture data in an offline mode. Further, the system should allow a pre-upload of units and venues for ease during data collection. The parameters to be captured are:

1. ***For Lecture take-off***: Venue, Unit code, unit name (auto-populate when unit code is keyed in), lecturer's name, attendance (Attended, No lecturer, No students, Not Attended and comment section.
2. ***For CATs and End of semester examinations:*** Venue, unit code, unit name (auto-populate when unit code is keyed in), number of students, number of invigilators, scheduled starting time, actual starting time, chief invigilator's name and comments section.

11.3 EVALUATION REPORTS (REGISTRATION, PRACTICAL REPORTS, MID & END OF SEMESTER EVALUATION OF TEACHING AND LEARNING, EVALUATION OF TEACHING PRACTICE)

Data collection: The system should have the capability of holding many users at once during the evaluation period. The parameters to be included are annexed. More information for the specific process are:

1. ***Registration process***: The participants should be able to fill in the form evaluating the registration and orientation exercise.
2. ***End of Semester Evaluation of Teaching and Learning, Evaluation of Teaching Practice***: During this exercise, the process is linked to the processing of examination cards. The system should capture all necessary students' details (registration number, email address, name, school, programme, year of study, semester and status) with their respective registered units. Only units evaluated by an individual student should appear on his/her examination card. Downloading of examination cards is only allowed to those students who have cleared their school fees.

The examination card number should be a unique number but constant when downloaded multiple times. Further, the system should also auto-populate the list of students who have downloaded the examination cards per unit, school and department. Additionally, the system should generate individual scores for each unit with respective lecturer's name.

Note: The students' responses are confidential and thus should not be accessed by any unauthorized individual.

3. ***Practical reports*****:** This applies to only units that have practical's during the semester. The units should be linked to the end-of-semester evaluation.
4. ***Mid-semester evaluation*****:** This is similar to end-of-semester evaluation but it is not linked to the examination card processing.

Note: The students' responses are confidential and thus should not be accessed by any unauthorized individual.

5. ***Evaluation of teaching practice:*** The participants should be able to fill in the form evaluating the teaching practicum experience.

EXPECTED REPORTS

1. ***For Lecture take-off***: Every semester, report template **annexure** 1.
2. ***For CATs and End of semester examinations:*** Every semester, report template **annexure 2.**
3. ***Registration process***: At the beginning of every semester report template **annexure 3**.
4. ***End-of-Semester Evaluation of Teaching and Learning, Evaluation of Teaching Practice & Practical reports***: Every end every semester, report template **annexure 4**.
5. ***Mid-semester evaluation*****:** Sixth week of every semester, report template is similar to end-of-semester.
6. ***Evaluation of teaching practice:*** During long holidays (May–August), report template **annexure 5.**

ANNEXURE 1: LECTURE TAKE-OFF REPORT TEMPLATE

KEY

Attended: Both lecturer and students were present in the lecture venue.

No Lecturer: Students were present but lecturer was absent in the lecture venue.

Not Attended: Both lecturer and students were absent in the lecture venue.

No Students: Lecturer was present but students were absent in the lecture venue.

Table 1: Summary of daily lecture attendance

S.No	Date	Attended	No Lecturer	No Students	Not Attended
1.	9/1/2023	***%	***%	***%	***%
2.	10/1/2023	***%	***%	***%	***%
3.	11/1/2023	***%	***%	***%	***%
4.	12/1/2023	***%	***%	***%	***%
5.	13/01/2023	***%	***%	***%	***%
6.	16/01/2023	***%	***%	***%	***%
7.	17/01/2023	***%	***%	***%	***%
8.	18/01/2023	***%	***%	***%	***%
9.	19/01/2023	***%	***%	***%	***%
10.	20/01/2023	***%	***%	***%	***%

Table 2: Mean summary of lecture attendance per department for week one

Department	Attended	Not Attended	No Lecturer	No Students
AEE	***%	***%	***%	***%
Biological	***%	***%	***%	***%
Business	***%	***%	***%	***%
CIT	***%	***%	***%	***%
Comm. Health	***%	***%	***%	***%
Economics	***%	***%	***%	***%
Education	***%	***%	***%	***%
Humanities	***%	***%	***%	***%
Law	***%	***%	***%	***%
Math. Statistics	***%	***%	***%	***%
Physical	***%	***%	***%	***%
WARM	***%	***%	***%	***%
Mean	**88.59%**	**1.00%**	**8.70%**	**1.71%**

Table 3: Mean summary of lecture attendance per department for week two

Row Labels	Attended	No-lecturer	No-students	Not-attended
AEE	***%	***%	***%	***%
Biological	***%	***%	***%	***%
Business	***%	***%	***%	***%
CIT	***%	***%	***%	***%
Comm. Health	***%	***%	***%	***%
Economics	***%	***%	***%	***%
Education	***%	***%	***%	***%
Humanities	***%	***%	***%	***%
Law	***%	***%	***%	***%

Math. Statistics	***%	***%	***%	***%
Physical	***%	***%	***%	***%
WARM	***%	***%	***%	***%
Mean	**96.49%**	**1.12%**	**1.44%**	**0.96%**

Table 4: Overall mean summary of lecture attendance per department for the first two weeks of the semester

Department	Attended	No Lecturer	No Students	Not-Attended
AEE	***%	***%	***%	***%
Biological	***%	***%	***%	***%
Business	***%	***%	***%	***%
CIT	***%	***%	***%	***%
Comm. Health	***%	***%	***%	***%
Economics	***%	***%	***%	***%
Education	***%	***%	***%	***%
Humanities	***%	***%	***%	***%
Law	***%	***%	***%	***%
Math. Statistics	***%	***%	***%	***%
Physical	***%	***%	***%	***%
WARM	***%	***%	***%	***%
Mean	**92.32%**	**1.05%**	**5.27%**	**1.36%**

ANNEXURE 2: CATs & END OF SEMESTER EXAMINATION REPORT TEMPLATE

Table 1: Summary of examinations cases that started late and venues with one invigilator

Department	Cases of one invigilator	Cases of late exams	Total cases Per department
AEE	-	-	-
Biological Sci.	-	-	-
Business Studies	-	-	-
CIT	-	-	-
Community Health	-	-	-
Economics	-	-	-
Education	-	-	-
WARM			
Total	2	3	5

Table 2: Mean level of Departments adherence to University Examination Invigilation Guideline

Departments	Exams that started on time but had one invigilator	Exams that started on time	Exams that started late
BIO	***%	***%	***%
BS	***%	***%	***%
CIT	***%	***%	***%
COMMUNITY HEALTH	***%	***%	***%
ECON	***%	***%	***%
EDUC	***%	***%	***%
HUM	***%	***%	***%
M&S	***%	***%	***%
PHY	***%	***%	***%
WARM	***%	***%	***%
Mean SEM xxx XXXX/XXXX AY	1%	98%	2%

Annexure xx: Exam venues that had one invigilator

S.No	Venue	Unit code	Unit name	Departments	chief invigilator	scheduled time start	actual time start	no. of invigilators	no. of students	remarks
Day 2 : 4/4/2023										
1						1400 hrs	1400 hrs	1	6	
2						0830 hrs	0830 hrs	1	71	

Annexure xx: Exam venues that examination started late

S.No	Venue	Unit code	Unit name	Department	chief invigilator	scheduled time start	actual time start	no. of invigilators	no. of students	remarks
Day 3: xx/5/2023										

1	TB 109					1100 hrs	1120 hrs	3	121	
Day 5: xx/11/2023										
2	TB 203					0830 hrs	0850 hrs	4	65	

ANNEXURE 3: REGISTRATION REPORT TEMPLATE

Table 1: Summary of responses per scale

Process	**Poor**	**Needs Improvement**	**Satisfactory**	**Good**	**Very Good**	**Excellent**
Mode of delivery/ ease of access to admission letter.	***%	***%	***%	***%	***%	***%
Adequacy of time given between receiving admission letter and reporting.	***%	***%	***%	***%	***%	***%
Preparation by the University for the reporting day.	***%	***%	***%	***%	***%	***%
Access to online information/ help.	***%	***%	***%	***%	***%	***%
Timely response to inquiries/ resolution of queries.	***%	***%	***%	***%	***%	***%
Responsiveness of registration staff during the registration process.	***%	***%	***%	***%	***%	***%
Time taken to complete the registration process.	***%	***%	***%	***%	***%	***%
Adequacy of information and instructions provided during the registration process.	***%	***%	***%	***%	***%	***%
Effectiveness of the orientation held at the beginning of the semester.	***%	***%	***%	***%	***%	***%
AVERAGE	**0.88%**	**3.21%**	**4.96%**	**19.98%**	**20.72%**	**50.25%**

Table 2: Overall summary of individual process

Process	**Average Score**
Mode of delivery/ ease of access to admission letter.	***%
Adequacy of time given between receiving admission letter and reporting.	***%
Preparation by the University for the reporting day.	***%
Access to online information/ help.	***%
Timely response to inquiries/ resolution of queries.	***%
Responsiveness of registration staff during the registration process.	***%
Time taken to complete the registration process.	***%
Adequacy of information and instructions provided during the registration process.	***%
Effectiveness of the orientation held at the beginning of the semester.	***%
AVERAGE	*****%**

Scores for each individual process are expressed as percentages using the following formula;

$$\frac{\textit{Sum of all ratings per process}}{\textit{Sum of all expected ratings per process}} \times 100$$

ANNEXURE 4: END OF SEMESTER EVALUATION OF TEACHING AND LEARNING REPORT TEMPLATE

The primary components of the evaluation form consisted of course content (CC), teaching and learning environment (TLE), and learning experience (LE). Scores for each individual course aspect are expressed as percentages using the following formula;

$$\frac{\textit{Sum of all ratings per unit}}{\textit{Sum of all expected ratings per unit}} \times 100$$

Table 1: Summary of Course Content Scores per department during the Students' Teaching and Learning Evaluation exercise for SEM xxx XXXX/XXXX Academic Year

Department	Above 30% responses				Below 30% responses	Total number of units evaluated per department
	60% - 69%	70% - 79%	80% - 89%	90% - 100%	90% - 100%	
AEE						**
Biological Sci.						**
BS						**
C&IT						**
Comm. Health						**
Economics						**
Education						**
Humanities						**
Law						**
Math & Stat.						**
Physical Sci.						**
WARM						**
TOTAL						**742**
	739				**3**	
SEM XXX 2022/2023 AY	**99.6%**				**0.4%**	

Table 2: Summary of Teaching and Learning Environment Scores per department during the Students' Teaching and Learning Evaluation exercise for SEM xxx XXXX/XXXX Academic Year

Department	Above 30% responses			Below 30% responses		Total number of units evaluated per department
	70% - 79%	80% - 89%	90% - 100%	80% - 89%	90% - 100%	
AEE						**
Biological Sci.						**
BS						**
C&IT						**
Comm. Health						**
Economics						**
Education						**
Humanities						**
Law						**
Math & Stat.						**
Physical Sci.						**

WARM						**
TOTAL	**7**	**119**	**613**	**1**	**2**	**742**
	739			**3**		
SEM XXX 2022/2023 AY	**99.6%**			**0.4%**		

Table 3: Combined summary of Learning Experience Scores and Response Rate per department during the Students' Teaching and Learning Evaluation exercise for SEM xxx XXXX/XXXX Academic Year

Department	**Above 30% responses**			**Below 30% responses**		**Total number of units evaluated per department**
	70% - 79%	**80% - 89%**	**90% - 100%**	**80% - 89%**	**90% - 100%**	
AEE						**
Bio Sciences						**
Bus. Stud						**
CIT						**
Comm. Health						**
Economics						**
EDUC						**
Humanities						**
LAW						**
Math & Stats						**
PHY						**
WARM						**
TOTAL	**5**	**100**	**634**	**1**	**2**	**742**
	739			**3**		
SEM XXX 2022/2023 AY	**99.6%**			**0.4%**		

Table 4: Average scores for all parameters per department during the Students' Teaching and Learning Evaluation exercise for SEM xxx XXXX/XXXX Academic Year

Department	**Average of TLE %**	**Average of CC %**	**Average of LE %**
AEE	***%	***%	***%
Bio Sciences	***%	***%	***%
Bus. Stud	***%	***%	***%
CIT	***%	***%	***%
Comm. Health	***%	***%	***%
Economics	***%	***%	***%
EDUC	***%	***%	***%
Humanities	***%	***%	***%
LAW	***%	***%	***%
Math & Stats	***%	***%	***%
PHY	***%	***%	***%
WARM	***%	***%	***%
Overall average	**93.3%**	**94.8%**	**93.8%**

The scores are then are presented in tabular form for each individual unit per as department as follows. Further, the scores are sorted per lecturers' name.

Table 5: Students' Teaching and Learning Evaluation Scores for SEM xxx XXXX/XXXX AY Academic Year for the Department of Agricultural Economics & Extension

S.No	Lecturer's Name	Unit Code	Unit Name	Resp. Rate	CC (%)	TLE (%)	LE (%)	Comments
1.	John 123							•
2.	John 123							•
3.	Chris 254							•
4.	Chris 254							•

11.4 EVALUATION OF PRACTICAL TEACHING AND LEARNING REPORT TEMPLATE

Table 1: Summary of overall percentage scores of units per Department for Semester II of 2022/2023 Academic Year

Department	70% - 79%	80% - 89%	90% - 100%	Total no. of units evaluated per Dept
CIT	**	**	**	**
WARM	**	**	**	**
Total	**3**	**10**	**9**	**22**

Table 2: Overall percentage summary of individual parameter considered during the evaluation of practical learning

S/No.	Process	Average Score (%)
1.	The practicals were relevant to the course of study	**%
2.	The University facilities were adequate. i.e. Laboratories, farm, green houses, dams, rivers e.tc.	**%
3.	Equipment used were adequate (Number)	**%
4.	The practical materials were available (reagents, specimens, tools, seeds e.t.c.)	**%
5.	The practical in-charge technicians/ attendants were competent	**%
6.	The practical time was adequate	**%
7.	The practicals enhanced my skills in the area of my study	**%
8.	The lecturer was available for practicals	**%
Overall mean		**85.7%**

Scores for each individual process are expressed as percentages using the following formula;

$$\frac{\textit{Sum of all ratings per process}}{\textit{Sum of all expected ratings per process}} \times 100$$

Table 3: Unit scores for SEM xxx XXXX/XXXX Academic Year for the Department of Computing and Information Technology.

S/No	Lecturer's Name	Technician (s) Name	Unit Code	Unit Title	Number of Practicals	Average Percentage Score	Remarks

1							
2							

ANNEXURE 5: EVALUATION OF TEACHING PRACTICUM REPORT TEMPLATE

Table 1: Summary scores of responses on individual item

S/No.	**Item**	**3rd Years**	**4th Years**
1.	I was informed about where I was placed early enough hence I was well prepared.	**%	**%
2.	I am satisfied with the school where I am taking the teaching practice.	**%	**%
3.	I was well inducted and felt accepted by the school.	**%	**%
4.	My cooperating teacher at the school is supportive, willing to give valuable advice and shares professional skills.	**%	**%
5.	I am comfortable with the workload allocated to me and I am able to handle it.	**%	**%
6.	The school environment is conducive enough for the teaching practice experience.	**%	**%
7.	I am able to translate what I was taught in class with what I am practicing at the school.	**%	**%
8.	If given a chance I would like to teach at the school after completion of my studies.	**%	**%
Overall average score per year of study		**88%**	**90%**
Overall Average of the process		**89%**	

Scores for each individual process are expressed as percentages using the following formula;

$$\frac{\text{Sum of all ratings per process}}{\text{Sum of all expected ratings per process}} \times 100$$

APPENDIX 12 - DIRECTORATE OF RESEARCH AND EXTENSION (DRE) MODULE

1. Centralized Data Management for DRE

The ERP system can help DRE to centralize data related to research projects, grants, funding, and extension services. This will help in avoiding data duplication and ensure that all academic staff members are up-to-date.

2. Research Project Management

Development of a module in the ERP system to track and manage research projects. The module can include project objectives, resources available to the project, timeline and progress monitoring. Researchers can update their project status and submit reports through the system, enabling better oversight by management. There can be also a functionality to generate either a project or a financial report for a particular project. This will increase transparency in project management and confidence with our donors.

3. Grant and Funding Management

The ERP system can help DRE to keep track of grant applications, funding sources, and their status.

4. Facilities and Resource Allocation

The ERP can help DRE to keep track of the resources available for research at the University, e.g. laboratory equipment, research facilities, and personnel. This will ensure that resources are utilized optimally and prevent conflicts over resource availability.

5. Collaboration

The ERP system can help DRE to manage MoUs, MoAs and other collaborations in the University. This tool will be vital in linking researchers with existing collaborators.

6. Contracts and other Project Document Management

ERP system can help DRE to manage documents, especially project contracts and reports with features such as secure storage, version control, and an easy retrieval path.

7. Data Analysis and Reporting

ERP system can help DRE to analyze data from various research projects and generate reports. These reports will aid in evaluating the performance of projects, identifying trends, and making informed decisions.

8. Training and Professional Development

ERP system can help DRE plan and track training and professional development activities for researchers and extension staff. This will ensure that they stay updated with the latest skills and knowledge. The tool can help to avoid double invitations or repeat training when one is not due.

13.1 RESEARCH MODULE.

Expected features

a) The system should be able to register ongoing research projects.
b) Ability to track progress of the projects
c) Register researchers
d) Register the financiers of the researchers.
e) Keep a database of the research outputs/outcomes.
f) Register/maintain information on publications by University staff.
g) Maintain a research equipment and assets inventory.

Expected reports

i. Publications report by staff
ii. Reports on resources output/outcomes
ii. Report on research donations.

13. SECURITY MODULE

Security Incidence

Expected Features

a) Keep track of reported security incidences;
b) Keep records of investigations of students and staff; and

c) Records of students and staff cases.

Expected Reports

i) Incident Reports.
ii) Access Control Reports.
iii) Surveillance and Camera Monitoring.
iv) Emergency Response and Drills.
v) Security Patrol and Activity Logs.
vi) Lost and Found Items.
vii) Visitor Management Reports.
viii) Parking and Vehicle Security.
ix) Security Incident Trends and Analysis.
x) Fire Safety and Evacuation Reports.
xi) Key and Card Access Control.
xii) Crisis Communication.
xiii) Policy Compliance Reports.
xiv) Training and Certification Reports.
xv) Biometric and Identity Verification.

Biometric Identification

Expected Features

a) Biometric identification of staff and students; and
b) Capture daily staff attendance records.

Expected Reports

i) Time attendance reports.
ii) Attendance Reports.
iii) Biometric Enrollment Reports.
iv) Access Control Reports.
v) Staff and Student Verification Reports.
vi) Biometric Device Health Reports.
vii) Security Incident Reports.
viii) Compliance Reports.
ix) Biometric System Performance Reports.
x) Integration Reports.
xi) User Activity Reports.
xii) Training and Usage Reports.
xiii) Data Analytics Reports.
xiv) Biometric Data Quality Reports.

14. COUNCIL MODULE

Expected Features

a) The system should allow for preparation of Council Almanac in consultation with relevant sections e.g. Senate and Management Board;
b) The system should allow for preparation and sending of Notices for the meeting;
c) The system should allow for communication of Council meeting to other section of the University;
d) Authorized alerts for scheduled meetings;
e) The system should integrate with the e-memo Management Module;
f) The system should allow preparation for travel arrangements for Council Members;

g) The system should allow information sharing with Council Members;

h) The system should allow circulation of signed Minutes to Council members and other authorized officers of the University; and

i) The system should allow for communication of Council decisions/resolutions to auctioning departments.

Expected Reports

i) Reports on Council Meetings and Almanac.

ii) Minutes.

iii) Reports to Senate/Management.

iv) Resolutions /decisions of Council.

15. STUDENT AFFAIRS MODULES

17.2 Work Study

Expected Features

a) Allocate work study based on needy status of students;

b) Comprehensive needy status identification criteria;

c) Session based; and

d) Manage the program and payments to students, payments will integrate with **Finance module.**

Expected Reports

i) Student Work Assignments.

ii) Work Study Hours and Attendance.

iii) Payroll and Compensation.

iv) Employer Feedback and Evaluations.

v) Job Postings and Applications.

vi) Financial Reports.

vii) Student Eligibility Reports.

viii) Work Study Program Effectiveness.

ix) Communication and Notifications.

Student Disciplinary

This module should enable the management of student disciplinary cases by student affairs unit. The system should capture the details of the cases, the evidences, the verdict and sanctions on the student with disciplinary case.

Expected Features

a) Cases of student offences reported to security office for investigation and gathering of evidence;

b) Statements from student's suspects recorded at Security Office;

c) Investigative reports from security and submitted to Dean of Students (DOS);

d) Evidences gathered during investigation by security;

e) Dates of hearing of student disciplinary cases;

f) Bio data and statements of witnesses and their statements required during hearing;

g) Accused students bio data needed for reference during hearing of cases;

h) Summary of verdicts to senate;

i) Capability to impose meted sanctions on offenders, including putting on hold or terminating;

j) Capability to monitor 14 days appeal period to Vice Chancellor permitted to an expelled student to launch an appeal;

k) Date set and outcome of Appeals Board-expulsions upheld or varied; and

l) Clearance of a suspended student for re-admission, graduation or to proceed with studies.

Expected Reports

i) Disciplinary students(s) personal particulars, phone number and emails.

ii) Copies of invitation letters to students, committee members and witnesses for **Student Disciplinary Committee (SDC) meetings.**
iii) Summary of verdicts.
iv) Copies of verdict letters to students.
v) Copies of SDC minutes.
vi) List of students who have met conditions of verdicts.
vii) Suspended and expelled students for purposes of blocking then from accessing **University services.**
viii) Statistics based on nature of offences, schools and year of study.
Students Online Voting
This module is for managing online elections of Alupe University Students Organization (AUSO) officials.
Expected Features
a) The system should allow online applications for (AUSO positions by interested candidates;
b) The system should allow Dean of Students (DOS) to clear candidates for various positions;
c) The system should allow the students to vote online for (AUSO election candidates; and
d) The system should automatically count the votes and rank the candidates for each position in ascending order.
Expected Reports
i) List of shortlisted applicants for each position.
ii) Successful candidates list.
iii) Appointment letters for winners.
iv) Clearance and nomination forms for the contestants.
v) List of cleared contestants.
vi) Results for Elections.

15.3 Students Online Voting

This module is for managing online elections of Alupe University Students Organization officials.
Expected Features
a. The system should allow online applications for positions by interested candidates.
b. The system should allow Dean of Students (DOS) to clear candidates for various positions
c. The system should allow the students to vote online for election candidates.
d. The system should automatically count the votes and rank the candidates for each position in ascending order

Expected Reports

a. List of shortlisted applicants for each position
b. Successful candidates list
c. Appointment letters for winners
d. Clearance and nomination forms for the contestants
e. List of cleared contestants
f. Results for Elections

15.4 Student Disciplinary

This module should enable the management of student disciplinary cases by student affairs unit. The system should capture the details of the cases, the evidences, the verdict and sanctions on the student with disciplinary case

15.4.1 Expected Features

a. Cases of student offences reported to security office for investigation and gathering of evidence.
b. Statements from student’s suspects recorded at security Office

c. Investigative reports from security and submitted To Dean of Students (DOS) evidences gathered during investigation by security Dates of hearing of student disciplinary cases
d. Biodata and statements of witnesses and their statements required during hearing Accused students bio data needed for reference during hearing of cases.
e. Minutes of Students Disciplinary Committee (SDC)
f. Recommendations from SDC on cases presented for the day.
g. Penalties meted out to accused students in accordance with students code of regulations governing conduct
h. Summary of verdicts to senate capability to impose meted sanctions on offenders, including putting on hold or terminating studentship of suspended or expelled students
i. Capability to trigger re admission of suspended student to an appropriate level of study and furnish information to relevant offices/sections e.g. Dean Of Students, VC, DVC-ARSA and Dean of the School, on completion of suspension.
j. Capability to monitor 14 days appeal period to VC permitted to an expelled student to launch an appeal.
k. Date set and outcome of Appeals Board-expulsions upheld or varied.
l. Clearance of a suspended student for re-admission, graduation or to proceed with studies.

15.4.2 Expected Reports

a. Disciplinary students(s) personal particulars, phone number and emails
b. Copies of invitation letters to students, committee members and witnesses for SDC meetings
c. Summary of verdicts
d. Copies of verdict letters to students
e. Copies of SDC minutes
f. List of students who have met conditions of verdicts
g. Suspended and expelled students for purposes of blocking then from accessing University services
h. Statistics based on nature of offences, schools and year of study

16.0. IGU Management Module

Expected Features

a) Define all IGU items and other operational units;
b) Daily revenue collections;
c) Reconcile revenue collections with IGU stock;
d) Use of e-citizen for payments;
e) Online booking
f) Booking Alert;
g) Online approvals; and
h) electronic point of Sale (ePos).

Expected Reports

i) Bookings schedule.
ii) Daily Sales report IGU items and other operational units;
iii) Stock list analysis.

17 Audit Module

Minimum Technical Specifications

Risk Assessment function

1.Availability of separate Risk Assessment module to carry out enterprise risk assessment.
2.Capability to automatically value the risk rating of projects from the audit universe.

3.Capability to assign value for each risk factor for risk rating
4.Capability to capture user defined parameters to reflect materiality during risk assessments
5.Capability for user/departments to carry out self assessments of risks on a web based application interface
6.Capability to automatically generate report based on the risk rating of projects, including graphical heat maps with all departments plotted.
7.Capability to allow auditees/management to perform self-assessments of risk through a web based application interface.
8.Capability to maintain and analyze risks and controls register.

Dashboard
9.Provide a dashboard that displays the graphical status of audit project status.
10.Provide a customized summary of activity assigned to the auditor, his/her performance, time spent, resources utilized.
11.Ability to export the dashboard information into excel, word etc.

Annual Planning
12.Capability to manage the audit universe, project history, contact data, and background information.
13.Capable of automatically generating the draft Annual Audit Plan based on the priority rating of risk in the risk assessment function.
14.Allow user to create annual audit plan based on the strategic risks of the organization
15.Capability to capture budget/plan time for each project at the time of planning.

Individual Audit Project Plan
16.Capability to automatically create individual audit plan directly from the Annual Audit plan on a web based application interface.
17.Capability to capture planned time for each audit staff and track Actual Time spent in each phase of the audit that allows for reporting of specific audits performed by individual auditors, projects, etc.
18.Capability to report audit vs. non-audit time, and comparison to budgeted time.
19.Capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.

Project Management
20.Capability to Track Actual Time spent in each phase of the audit that allows for reporting of specific audits performed by individual auditors, projects, etc.
21.Capability to report audit vs. non-audit time, and comparison to budgeted time.
22.Capability to generate administrative reports by auditor, project, completed projects, projects in progress, etc.
23.Capability to approve staff auditors’ hours online.
24.Capability to prohibit/ restricts time entries after specific audit project closeout.
25.Capability to allow the user to define the audit implementation status including schedule not started, schedule started, schedule in progress, schedule completed, schedule closed and scheduled planned.
26.Capability to show the schedule and implementation status of audit items in different colours depending on the stage of the audit.

Audit Execution
27.Capability to access the audit procedures captured in the audit program to conduct the audit.
28.Capability to add additional audit steps (procedures) to the audit program at any time during the course of the audit.
29.Capability to enable the audit supervisors to approve the audit program and any subsequent changes.
30.Capability to send and file the letter of introduction/ notification to auditees for audit commencement.
31.Capability to plan and perform tests; create tests, define exceptions, set tolerable level of exceptions, record test results, raise points and record results.

32.Capability to record the audit observations and findings.
33.Capability to automatically link the findings to supporting documents and audit procedures.
34.Capability to assign risk severity level to each finding.
35.Capability to analyse causes of findings and record the facts.
36.Capability to capture audit procedures to carry out substantive or validation audit tests.
37.Capability to capture audit conclusions and recommendations.
38.Capability to provide best practice audit programs for all areas of audit, including specialised areas like IT audits.
39.Capability to automatically prompt /send reminders
40.Capability to share the audit report with the auditee through a workflow

Working Papers
41.Capability to create working paper indexing as per main phases and sub items of the Internal Audit processes like planning, Audit program, Field work, Prior year report follow up, Audit report, follow up and sub items within them.
42.Capability to link or embed into the software any externally generated documents.
43.Capability to support linkage to the ERP, MS Word, MS Excel, scanned images, and flow charts documents from audit work papers.
44.Capability to write supervisory review notes with links to targeted work papers.
45.Secure electronic sign-off for audit steps, file attachments, and review notes; and to secure different levels of sign-off (i.e. reviewer 1 and reviewer 2).
46.Capability to secure different levels of sign-off (i.e. reviewer 1 and reviewer 2).
47.Capability to document findings directly in the database, and automatically link to supporting working papers and audit procedures.
48.Capability to print completed working papers including audit programs and review notes.

Reporting
49.Capability to automatically generate audit report in various formats including;
- DOCX report for users using MS Word 2007 and above
- Microsoft Word
- PDF Reports and
- Excel Report format taking the observations, risk/implication, conclusions and recommendations captured in fieldwork.

50.Capability to customize audit report formats at any time for future requirement changes.
51.Capability to maintain track changes of supervisory reviews of the report.
52.Capability to automatically send the draft reports to the Auditee for their comment.
53.Capability to automatically import/process Auditee comments from the draft reports, to the working papers.
54.Capability to issue the final report to the authorised person for the approval.

Audit Findings follow-up/ Issues Action Tracking
55.Capability to automatically capture the audit recommendations from the audit report.
56.Capability to enable auditees to access through a web based application interface and capture the actions taken by themselves for findings addressed to them.
57.Capability to generate reports of open items (findings not resolved, partially resolved, resolved), repeated findings, statistical summaries, etc.
58.Capability to track and automatically follow up all pending findings, on a web based application interface and through sending out e-mails
59.Capability to search open audit findings per Audit project based on user defined parameters.
60.Capability to track and follow up multiple management responses and by addressees.
61.Capability to create progress reports for management i.e. Performance Reports can be generated monthly, quarterly, or an ad hoc basis. System wide Performance Reports include analysis of: Planned vs

Budgeted time, Budgeted vs Actual time, Planned vs Actual time, The number of Audits at each stage (e.g. Completed) by Month, The number of Live Audits at the end of each Month, The achievement of Key Dates / Milestones
62.Capability to automatically populate audit and risk reports for Board and regulatory consumption in multiple formats.
Administration
63.Capability to capture Internal audit staff profile like education, work experience, skills, Certifications, etc.
64.Capability to enable supervisors complete auditor performance evaluation for specific audit assignment/project.
65.Capability to determine automatically when a specific project was last audited and the auditor performing the audit.
66.Requires minimum administrative support to maintain the system.

Data Analytics and continuous auditing and controls monitoring (CACM)
67.the system must have analytics capability with the following modules interconnected seamlessly which should be available for each user: -
A.results management module that has:
a)Automated remediation workflows to manage analytics exceptions.
b)Surveys and event reports
c)Metrics to continuously track our KRIs, KPIs and KCLs
d)Triggers to send automated responses when thresholds are exceeded or when defined conditions are met
e)Visualize data and build interpretations to communicate our data insights and present them in storyboards.

B.Reports module – all reports are automatically generated here in at least the following Four formats: - PDF, MS Power point, Ms Excel and Ms Word.
68.Data analytics continuous functionality with continuous auditing and monitoring functionality seamlessly integrated within the analytics system including: -

- Scripting functionality for automating all organization controls
- Analytics scheduler for automated system audits
- An email notification capability for completed data analytics
- Seamless connection to the risk management module and the project/audit assignment management
- Capability to continuously audit and monitor controls performance automatically

69.Robotics process automation
Use of RPA to automate the control checks and share results on email.
70.Data access directly from business systems:
Ability to access and mine data directly from business systems and connect data analytics to audit working papers seamlessly.
71.Ability to import data stored in any file format e.g spreadsheets, PDF, Text, CSV, Delimited
72.Machine learning embedded in the tool
73.Artificial intelligence capabilities
74.Fraud management using R and Benford
75.Ability to incorporate and run both SQL and Python programming languages.
76.Ability to schedule scripts/tests at a specified interval to run automatically without human intervention
77.Ease of monitoring the status of tests executed
78.Ability to send e-mail notifications to the specific test owners of their tests that have failed to run indicating the reason causing failure.
79.Ability to maintain and manage the various versions of the script created by maintaining the versions and also indicating all the changes that have been made over time. Users should also be able to recover the previous versions in project form without having to recreate the scripts afresh.

80.Audit trail features that logs all commands run for the test indicating if they ran successfully or they failed.
81.Ability to automatically skip the failed test and continue executing other scheduled tests.
82.the simplicity and ease to debug test and identify bugs in the script.
83.Ability to run multiple scheduled tests concurrently
84.Perform a wide variety of investigative and analytical operations
85.Intuitive user-interface with pull-down menus, toolbars and point & click commands.
86.Timesaving features and functions include the ability to complete history of your files and results at any time, providing proof and a complete record of your steps.
87.Ability to import data from multiple systems and bring them together for comparison and analysis
88.Must have an Excel Add-In and minimal learning curve.
89.Pre-built scripts – A scripts library with scripts that users can reuse or borrow from.
90.Ability to work anytime, anywhere-get instant access to the analytics system dashboard with iphoneTM and ipadTM native apps.
91.Capability to recalculate and verify balances
92.Capability to locate errors and potential fraud by comparing and analyzing files according to end-user criteria.
93.Capability to identify trends, pinpoint exceptions and highlight potential areas of concern.
94.Capability to move the amounts from two sequential records side by side onto the same record, to be able to calculate the percentage difference later on.
95.Capability to test for unauthorized employee/supplier relationships
96.Ability to dig deeper into results – with easy-to-use filtering and sorting
97.Capability to carry out variable substitution e.g to future-proof imports to account for varying dates in file names.
98.Ability to create interactive scripts e.g scripts that can prompt the person running the script to provide details (create dialog boxes within a script)
99.Ability to create future proof scripts where a script can automatically identify and import the most recent file in a folder or a file containing certain name or a shared location. This will apply where a report is normally dumped in a certain location every month with a different timestamp to the name.
100.Customized views – easily tweaked reports and dashboards to meet specific stakeholder needs for better business agility.
101.Ability to export summarized reports – export reports to a format of your choice – Microsoft word, Ms Excel, Adobe PDF, CSV or plain text options.
102.Ability to perform tests to recover expenses or lost revenues by testing for duplicate payments, gaps in invoice numbers or unbilled services
103.Enable effective analytics by simple, low-overhead, high value project management for all GRC Contributors
104.Provides a standardized workflow; ensuring consistency across the team
105.Must have Fuzzy join and Fuzzy duplicate commands
106.Ability to harmonize data in a table-cleanse and normalize data using these functions: clean, string, substring, lower, upper, leading Zeros, Alltrim, Omit, Occurs, At, Repeat, Reverse, Rjustify, Transforms, Proper etc
107.The system must contain a wide range of functions for search and replace, compare and join, clean and harmonize, text, math, conversion, datetime, financial, R, Bit and character encoding, python, variable testing etc.
108.Enable faster decision making by providing visibility into information with smart dashboards and reporting tools and sharing it across other departments and stakeholders.
109.Powerful analytics- provide powerful commands designed specifically for data analysis (including Age, stratify, profile, statistics, summarize, sample and duplicates
110.Automate analysis through continuous monitoring and real time notification.

111.High capacity and speed. The system should have unlimited file size capability and unprecedented

speed to rapidly analyze millions of transactions, ensuring 100 percent coverage and the utmost confidence in the results.
112.Ease of use. Perform faster analysis, independently from your IT department.
113.The solution must be able to append, compare and join data from populations coming from various data sources or reports.
114.Ability to structure results prior to reporting e.g.

- Sorting and identifying TOP N results
- Renaming and reordering fields
- Modifying the subject and body for the email notifications

115.Ability to clean up in a script, temporary tables and other elements created as part of creating the final results.
116.Ability to accurately perform outlier analysis
117.The system should have a GROUP and LOOP commands to enable process one or more commands repeatedly in a faster and efficient manner.
118.Ability to perform keyword analysis – identify high risk keywords within large databases to identify:

- Potentially fraudulent expenses
- Inappropriate payments
- Misclassifications and errors

119.Ability to write a script that creates a script on the fly from a table's metadata to automate process where the data and the number of fields to process aren't static.
120.The system should be able create a graphic representation of the results within a data analytic in results. There visualization types to choose from should include but not limited to:

- Bar chart
- Line chart
- Area chart
- Pie chart
- Bubble chart
- Heat map chart
- Summary table
- Statistics
- Treemap chart
- Combination chart

121.Ability to create and share questionnaires with non-users. The responses to the questionnaires should be automatically saved in a table as soon as the participants submits. It should also allow users to create dashboards from the responses.

122.Ability to create own generic snippets and main scripts for reuse by other users in the organization without requiring the other users to create the script afresh.
123.Ability to recompute running totals for transactions per customer.
124.Ability to apply unsupervised learning to your data analysis using the K-Means Clustering.
125.The system should adhere to the information security best practices.
126.Record to record comparison:
Ability to compare current record to record(s) below or above it: e.g. line 1 compared the data to lines 2,3,4 to look for less than or equal to data whether the data can be in the same data column or a different one.
127.The system should provide Single Sign On (SSO) and Multifactor Authentication (MFA) capabilities.
128.The system must have the SORTWORDS function and GAP & Sequence commands.

129.The system must have the HASH () function to be able to return a salted cryptographic hash value based on the input value.
130.Ability to integrate with audit, risk, compliance and boards management.

Questionnaires

131.The system should allow the user to develop questionnaire templates of any type that can be issued to individuals via an email request
132.The questionnaires can be used for control self-assessment questionnaires, satisfaction survey, research questionnaires, risk assessment surveys or for any other purpose.

Compliance requirements

133.the system should have a compliance application to manage all standards and regulations in the organization such as COSO, ISO etc.
134.It should be able to review each requirement and applicability in the organization and determine if the organization is compliant or not.
135.It should be able to generate compliance reports
136.The system should be able to link the requirements with existing controls.

Templates

137.The system should have pre-built templates for key areas e.g IT General controls Audits

Time recording

The system should provide comprehensive time recording capabilities where auditors can record time to audits and specific phases of an audit (planning, fieldwork, reporting)

System security

Enterprise-Wide Data Access

138.Gain visibility into the Authority's information through direct access and querying of transactions across the ICT Systems.
139.Ability to retrieve data directly without the need to request for it from auditees.
140.Leverage critical data housed in the ERP System or other ICT Systems to conduct an in-depth analysis.
141.Ability to access and merge data into one format from different sources and file types, including PDFs and other print reports for easy analysis and comparison.
142.Have total data coverage enabling 100 percent examination of transactional data i.e. every field, every record of interest.
143.Ability to access diverse types of data including Open Database Connectivity (ODBC) compliant databases, variable length record files, legacy files, and report files.

Technical Requirements

144.System must be hosted On-Premise at our premises
145.System must be implemented in High Availability (HA) at both physical and software/system level to ensure redundancy of both the Application and the Databases
146.System should be database-driven and should be based on relational database structure.
147.It should be compatible with other products such as data extraction/ analysis software tools and applications, and MS word, Excel, scanning software.
148.Capability to work as a standalone or connected to the network.
149.Capability to assign multiple responsibilities by user identification levels.
150.Capability to have enhanced access control across all the modules
151.Capability to compress and encrypt data automatically to enhance confidentiality.
152.Capability to provide one software license covering risk assessment, audit planning, electronic working papers and audit report/issues tracking.
153.The system should have a functionality allowing users to work offline in case of internet outages or when working in remote areas. The offline functionality must seamless sync with the online/web version.
154.The system should be fully user customizable where knowledgeable ICT/AUDIT staff can create their reports. Customized standard-reports should form part of a system deliverables.
155.Licenses: Capability to provide all licenses required to implement the Audit Management System for

Five (5) users
156.Must provide at least (1) year warranty and Comprehensive (24/7) On-premise support starting from the date of System Go-Live
157.MUST quote for cost of Annual Comprehensive (24*7) On-Premise Support for the Audit Management System for a period of four (4) years starting from the lapse of the one (1) year warranty period.
The cost MUST be inclusive of all Licenses for (5) users.
158.MUST provide a draft Service Level Agreement (SLA) for the Annual Comprehensive (24*7) on-Premise Support of the Audit Management System
159.MUST provide manufacturer's authorization for the audit management software

18 Student, Parent and staff portal

1. The Specifications and Priced Activity Schedules

Date: ______________________, ITT No: _____________________, Alternative No: ___________________________ **Page N° ______ of ______**						
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
[insert number of the Service Line]	*[insert name of Services]*		*[insert delivery date at place of final destination per Service]*	*[insert number of units]*	*[insert unit price per unit]*	*[insert total price per unit]*
Service Line No 1	Clearing and forwarding services of farm equipment from Mombasa Port to Headquarters of various Counties. The assignment involves clearing the items from the port, storing and transporting them to the Counties	100 tractors, 47 Combine Harvesters and 47,000 wheelbarrows.	To reach each County by June 30, 2018.	(i) 100 tractors at least 2 to each county. (ii) 47 Combine Harvesters; ditto (iii) 47,000 wheelbarrows; 10 to each County.		
No 2						
No 3						
Service Package No 1	(a) Service Line 1					
	(b) Service Line 2					
	(c) Service Line 3					
				Total Tender Price		

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

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

2. Method Statement

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

3. Work Plan

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

4. Other Time Schedule

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

1. NOTIFICATION OF INTENTION TO AWARD

[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*]

[*Send this Notification to the Tenderer's Authorized Representative named in the Tenderer*

***Information Form*]** For the attention of Tenderer's Authorized Representative

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

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

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

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

Contract title:... *[insert the name of the contract]*

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

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

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

b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I). The successful Tenderer

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

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

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]

Name of Tenderer	**Tender price**	**Evaluated Tender price (if applicable)**
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]
[*insert name*]	[*insert Tender price*]	[*insert evaluated price*]

iii). How to request a debriefing

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

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

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

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

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

Agency: ....[*insert name of Procuring Entity*]

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

If your request for a debriefing is received within the3Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

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

iv. How to make a complaint

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

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

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

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

Agency: ....[*insert name of Procuring Entity*]

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

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

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.

5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke

v). 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 as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature:____

Name:____

Title/position:_____________________________________

Telephone:____

Email: ____

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………...……………………………….APPLICANT

AND

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

Request for review of the decision of the…………… (Name of the Procuring Entity 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

[Form head paper of the Procuring Entity]

....*[date]*

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

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

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

Please return the attached Contract dully signed

AuthorizedSignature:..

....

Name and Title of Signatory:...

Name of Agency:..

Attachment: Contract

4. FORM OF CONTRACT

[Form head paper of the Procuring

Entity] **LUMP SUM**

REMUNERATION

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

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

WHEREAS

a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

INWITNESSWHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of________________________________*[name of Procuring Entity]*

____*[Authorized Representative]*
For and on behalf of *[name of Service Provider]*

____*[Authorized Representative]*

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

For and on behalf of each of the Members of the Service Provider

....*[name of member]*

....*[Authorized Representative]*

.... *[name of member]*

....*[Authorized Representative]*

4 FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

[Guarantor Form head or SWIFT identifier code]

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

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

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

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

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

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

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

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

(a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender (“the Tender Validity Period”), or any extension there to provide by the Applicant; or

(b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers (“ITT”) of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the

end of the Tender Validity Period.

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

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

[Signature(s)]
Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

5. FORM OF TENDER SECURITY (TENDER BOND) *[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]*

BOND NO.____

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

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

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

c) Has withdrawn its Tender during the period of Tender validity set for thin the Principal's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Principal; or

d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.

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

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

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrespective names this_________day of___________20____________.

Principal:______________________	Surety:____________________________
Corporate Seal (where appropriate)	
_____________________________	________________________________
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*

6. FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

declare that: We understand that, according to your conditions, Tenders must be supported by a

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

a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or

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

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

Name of the Tenderer*****____

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

Title of the person signing the Tender____

Signature of the person named above____

Date signed______________________________day of_________________,_________________________

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

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

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

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and

b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.

b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, over heads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(**Describe Outputs and Performances, rather than Inputs, wherever**

possible) **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and in corporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Kenya or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the tendering document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the tendering document.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

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

a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause8.2 hereunder.

b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;

c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity

d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

g) “Procuring Entity” means the Procuring Entity or party who employs the Service Provider

h) “Foreign Currency” means any currency other than the currency of Kenya;

i) “GCC” means these General Conditions of Contract;

j) “Government” means the Government of Kenya;

k) “Local Currency” means Kenya shilling;

l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;

m) “Party” means the Procuring Entity or the Service Provider, as the case maybe, and “Parties” means both of them;

n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;

o) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;

p) “Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity

q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

r) “Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses3.5and4;

u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.

v) “Project Manager” shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.

“Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties

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

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

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

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

2.4.1 Value Engineering

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

a) The proposed change(s), and a description of the difference to the existing contract requirements;

b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and

c) A description of any effect(s)of the change on performance/functionality.

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

a) accelerates the delivery period; or

b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or

c) improves the quality, efficiency, safety or sustainability of the services; or

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

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

a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in
   (a) to(d)above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Procuring Entity

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

a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;

b) if the Service Provider become insolvent or bankrupt;

c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

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

a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

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

a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall bed is qualified from providing goods, works, or Services(other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;

b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;

c) After the termination of this Contract, such other activities as may be **specified in the SCC.**

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 **The Service Provider** (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be)own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC;** and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

a) Entering into a subcontract for the performance of any part of the Services,

b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

c) changing the Program of activities; and

d) Any other action that may be **specified in the SCC.**

Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.6 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.7 Liquidated Damages

3.7.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.7.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.7.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause7.2 and **specified in the SCC.**

3.8 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.9 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.10 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix Care hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses2.4and6.3.

6.2 Contract Price

a) The price payable is **set forth in the SCC.**

b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:*(corrected tender price–tender price)/tender price X100*.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the **SCC**, interest shall be paid to the Service Provider foreach day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment fact or to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_C = A_C + B_C\ Lmc / Loc + C_C\ Imc / Ioc$$

Where:

P_C is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_C, B_C and C_C are coefficients specified in the **SCC**, representing: A_C the non-adjustable portion; B_C the adjustable portion relative to labor costs and C_C the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoiced ate and Loc is the index prevailing28 days before Tender opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC.** The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.

c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clauses hall apply.

8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all s relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and

b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only been titled to payment for such part of the claim as he has be enable to substantiate.

8.1.9 If the Project Manager does not respond within the time framed fined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance withSub-Clause8.2 [Matters that may be referred to arbitration].

8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contract or fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub- Clause.

8.2 Matters that may be referred to arbitration

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:

a) The appointment of a replacement Project Manager upon the said person ceasing to act.

b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions

c) Whetherornotacertificatehasbeenimproperlywithheldorisnotinaccordance with these Conditions.

e) Any dispute arising in respect of war risks or war damage.

f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

8.3.1 Where a Notice of Dis satisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

a) Law Society of Kenya or

b) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC,** together with reimbursable expenses of the type’s **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is ____________________
1.1(v)	Project Manager is **ICT Department**
1.1(d)	The contract name is **provision of services, Supply, delivery, customization, installation, testing, training, commissioning and support of enterprise resource planning (ERP) system**
1.1(g)	The Procuring Entity is **Alupe university**
1.4	The addresses are: Procuring Entity: **Alupe University** Attention: Procurement department
GCC 1.1 (e) (xii)	The Post-Warranty Services Period is **AS IN SLA** starting with the completion of the Warranty Period.
2.1	The date on which this Contract shall come into effect is the day the contract shall be signed
2.2.2	The Starting Date for the commencement of Services is seven days after signing the contracts
2.3	The Intended Completion Date is *one year after signing of the contract*
3.2.3	Activities prohibited after termination of this Contract are: _____________ ____
3.4	The risks and coverage by insurance shall be: (i) Third Party liability (ii) Procuring Entity's liability and workers' compensation _ (iii) Professional liability (iv) Loss or damage to equipment and property
6.4	Payments shall be made according to the following schedule: • Advance for Mobilization, Materials and Supplies: 40 % percent of the Contract Price shall be paid upon System Installation Implementation and Integration. (Stage 5 of Project Implementation Stages and Deliverables) • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: 1. Provision of training to all the relevant groups in the university

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(Stage6 of Project Implementation Stages and Deliverables) _30%_ 2. The Final 30 % will be paid at stage 7 after Going Live, Hand Over and Support during and after completion of stages 1-6 of Project Implementation Stages and Deliverables for 8 Months.
6.5	Payment shall be made within ___*30 (Thirty)*____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within ____*60 (Sixty)*_____days in the case of the final payment. The interest rate is _____*0.01%*____.
7.0	The principle and modalities of inspection of the Services by the Procuring Entity are as listed in the Project Implementation Stages and Deliverables.
8.0	**Software License Agreements** 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.] NO RESTRICTIONS TO BE IMPOSED

C. <u>APPENDICES</u>

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

D. FORMS

SECTION VIII -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:______________________________*[insert name and Address of* Procuring Entity*]*

Date:____________________________________*[Insert date of issue]*

PERFORMANCE GUARANTEE No.:______________________________

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

1. We have been informed that______________(hereinafter called "the Applicant") has entered into Contract No.______*dated*____________with the Beneficiary, for the execution of___________________ (herein after called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of__(),[1]such sum being payable in the types and proportions ofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplyingdemand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the….Day of……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."____________________

[Name of Authorized Official, signature(s) and seals/stamps]

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

[1]The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

[2]Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]
Beneficiary: *[insert name and Address of* Procuring Entity*]* **Date:_________***[Insert date of issue]*

PERFORMANCE BOND No.:_________________________

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

1. By this Bond____ as Principal (hereinafter called “the Contractor”) and____] as Surety (herein after called “the Surety”), are held and firmly bound unto______________] as Obligee (herein after called “the Procuring Entity”)in the amount of_for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the__ day of__________, 20_______, for_____________________in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
    1) Complete the Contract in accordance with its terms and conditions; or
    2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
    3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day________________of______20_.

SIGNED ON____on behalf

of by____in the capacity

of In the presence of

SIGNED ON____on behalf

of By____in the capacity

of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

Beneficiary: ___________________*[Insert name and Address of* Procuring Entity*]*

Date:____________________________*[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE No.:____________*[Insert guarantee reference*

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

letterhead]

1. We have been informed that______________(hereinafter called "the Applicant") has entered into Contract No._____*dated*____________with the Beneficiary, for the execution of___________________ (herein after called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum
___________() is to be made against an advance payment guarantee.

3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of__()[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document ac companying or identifying the demand, stating either that the Applicant:
   a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number___at______

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90)percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary' s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

....

[Name of Authorized Official, signature(s) and seals/stamps]

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

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

[2] *Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following ext. to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(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 Indirectly-	Directly…… ……….% of voting rights Indirectly----------% of	1. Having the right to appoint a majority of the board of the directors or an	1. Exercises significant influence or control over the
	National identity card number or Passport number					

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Personal Identification Number (where applicable)		---------% of shares	voting rights	equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly? Direct……… ………… Indirect……… ………...	Company body of the Company (tenderer**)** Yes ----- No---- 2. Is this influence or control exercised directly or indirectly? Direct…… …….. Indirect… ………
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----------- % of shares Indirectly----------% of shares	Directly…… ……….% of voting rights Indirectly----------% 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---- 2. Is this	1. Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes -----
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					

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<tr><th></th><th colspan="2">Details of all Beneficial Owners</th><th>% of shares a person holds in the company Directly or indirectly</th><th>% of voting rights a person holds in the company</th><th>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)</th><th>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</th></tr>
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Direct………
…………

Indirect………
………...</td><td rowspan="6">No----

2. Is this influence or control exercised directly or indirectly?

Direct……
……..

Indirect…
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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