REPUBLIC OF KENYA

PARLIAMENT OF KENYA

PARLIAMENTARY SERVICE COMMISSION (PSC)

PARLIAMENTARY JOINT SERVICES,
PARLIAMENT ROAD
P.O. BOX 41842 00100, Nairobi
Tel: +254 020 2221291/020-3315949
Email: dg@parliament.go.ke
Website: www.parliament.go.ke

TENDER DOCUMENT

TENDER NO. PJS/015/2021-2022

SUPPLY, DELIVERY, CONFIGURATION, DEPLOYMENT, TRAINING & COMMISSIONING OF INTEGRATED COMMUNICATION SYSTEM

(EMAIL & E-File/E-Office)

TENDER SUBMISSION DEADLINE: 30TH DECEMBER, 2021

INVITATION TO TENDER

PROCURING ENTITY: PARLIAMENTARY JOINT SERVICES
P.O. Box 41842 00100,
NAIROBI, KENYA.

CONTRACT NAME AND DESCRIPTION: Supply, Delivery, Configuration, Deployment, Training & Commissioning of Integrated Communication System (Email & E-File/E-Office)

The **Parliamentary Joint Services** invites sealed tenders for the provision of services, Supply, Delivery, Configuration, Deployment, Training & Commissioning of Integrated Communication System (Email & E-File/E-Office)

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

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents from the **Procurement Office** on **4th Floor, Protection House, Nairobi** during office hours **0800 to 1700** hours at the address given below.

2. Tender documents may be obtained electronically from the Commission's Website **www.parliament.go.ke** or the Public Procurement Information Portal **www.tenders.go.ke**. Tender documents obtained electronically will be free of charge.

3. Tenderers who download the tender document must forward their particulars immediately to procurementpjs@parliament.go.ke or dg@parliament.go.ke to facilitate any further clarification or addendum.

4. All Tenders must be accompanied by a tender Security of **Kshs. 980,000.00 (Nine Hundred and Eighty Thousand Only)** valid for **217** days from the date of tender opening, in form of a bank guarantee from a reputable bank recognized by the Central Bank of Kenya or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority approved and listed by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Joint Services.

5. The Tenderer shall chronologically serialize all pages of the tender documents submitted. **Format 1, 2, 3, 4, 5……. n (where n is the last page number) including all attachments.**

6. Completed tenders must be delivered to the address below on or before **30th December, 2021**.

7. Electronic Tenders **will not** be permitted.

8. 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.   Address for obtaining further information
   1) Parliamentary Joint Services.
   2) Procurement Office on 4th Floor, Protection House, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi
   3) P.O. Box 41842 00100,
   4) Nairobi, Kenya
   5) Chief Procurement Officer, telephone number: +254 20 284000
   6) e-mail address: procurementpjs@parliament.go.ke or dg@parliament.go.ke.

B. <u>**Address for Submission of Tenders.**</u>
1) Parliamentary Joint Services.
2) Director General, Parliamentary Joint Services,
   Parliamentary Service Commission,
   P.O. Box 41842 00100,
   Nairobi, Kenya
3) Nairobi, at the junction of Parliament Road and Haile Selassie Avenue, Protection House, or to be dropped in the tender box located at Reception of 2nd floor, Protection House.

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

1) Name of Procuring Entity: **Parliamentary Joint Services.**

2) Physical address for the location: **Nairobi, at the junction of Parliament Road and HaileSelassie Avenue, Protection House, 2nd floor boardroom, Nairobi**.

DIRECTOR GENERAL
PARLIAMENTARY JOINT SERVICES
DATE: 10th DECEMBER, 2021

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   oranyofitsaffiliatesparticipatedasaconsultantinthepreparationoftheProcuringEntity'sRequirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or

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

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

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

   i.   are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or

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

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

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

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

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

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

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

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

4.11	Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has <u>less than 51 percent</u> 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. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9   Clarification of Tender Documents

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

10   Amendment of Tender Documents

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

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

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

C. <u>Preparation of Tenders</u>

11   Cost of Tendering

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

12   Language of Tender

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

13   Documents Comprising the Tender

13.1   The Tender shall comprise the following:

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

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

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

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

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

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

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

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

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

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 tenderer pursuant to these requirements, then the tender will be rejected.

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

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

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

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

18.9   If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine 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 <u>genuine competition between tenderers is compromised</u> (*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.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders is: **PJS/015/2021-2022** The Procuring Entity is: **Parliamentary Joint Services.** The name of the ITT is: **Supply, Delivery, Configuration, Deployment, Training & Commissioning of Integrated Communication System**
ITT 2.1(a)	Electronic –Procurement System: **Not Applicable**
ITT 2.2	The Intended Completion Date will be agreed upon during Contract stage
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: **Not Applicable**
ITT 3.4	The firms that provided consulting services: **M/s Corporate Consultants Ltd and Harbin Consulting Ltd.**
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: **3 (Three)**
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender conference will **be held** on Date: **17ᵗʰ December, 2021** Time: **11:00 am** at **2ⁿᵈ Floor Boardroom, Protection House, Parliament Road** (b) A pre-arranged pretender visit of the site of the works visit **will not be held**
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than seven (7) days to the date of submission of tender
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website: **www.parliament.go.ke**
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address **Director General, Parliamentary Joint Services,** **Parliamentary Service Commission,** **P.O. Box 41842 00100,** **NAIROBI, KENYA** to reach the Procuring Entity not later than seven (7) days to the date of submission of tender The Procuring Entity shall publish its response at the website **www.parliament.go.ke** The Procuring Entity shall also promptly publish response at the website **www.parliament.go.ke**
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: **All documents listed in the Schedule of requirements and Section III, Evaluation and Qualification Criteria.**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.1	Alternative Tenders **shall not be** considered.
ITT 15.2	Alternative times for completion **"shall not be** permitted.
ITT 15.3	Alternative technical solutions **shall not be** permitted.
ITT 16.7	The prices quoted by the Tenderer **shall not be** subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be **182 days**.
ITT 21.1	A Tender Security **shall be** required. A Tender-Securing Declaration **shall not be** required. All Tenders must be accompanied by a tender Security of **Kshs. 980,000.00(Nine Hundred and Eighty Thousand Only)** valid for **217 days** from the date of tender opening, in form of a bank guarantee from a reputable bank recognized by the Central Bank of Kenya, or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority approved and listed by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Joint Services.
ITT 21.3 (a)	The Contract price shall be adjusted by - **Not Applicable**
ITT 22.1	In addition to the original of the Tender, the number of copies is**: 1 copy; clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: Power of Attorney**
	D. Submission and Opening of Tenders
ITT 24.1	For Tender submission purposes only, the Procuring Entity's address is: Attention**: Director General, Parliamentary Joint Services** Postal Address: P**.O. Box 41842 00100, Nairobi, Kenya** Physical Address: **Nairobi, at the junction of Parliament Road and Haile Selassie Avenue, Protection House, or to be dropped in the tender box located at Reception of 2nd floor, Protection House**
ITT 24.1	**The deadline for Tender submission is:** **Date: 30th December, 2021.** **Time: 11:00 am** Tenderers **shall not** have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at: Physical Address: **Nairobi, at the junction of Parliament Road and Haile Selassie Avenue, Protection House**, **2nd floor boardroom, Nairobi** Date: **30th December, 2021** Time: **11:00 am**
ITT 27.1	**Not Applicable.**
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by **Chairperson, all**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Members, and Secretary of the Tender Opening Committee.
	E. Evaluation and Comparison of Tenders
ITT 31.7	For 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 _____ *(insert "average" or "highest")* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. **Not Applicable.**
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 only**
ITT 34.1	Margin of preference not allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations **Not Applicable.**
ITT 35.2 (d)	Additional evaluation factors shall be: **Not Applicable.**
ITT 35.4	**Not Applicable**
	F. Award of Contract
ITT 49.1	**Not Applicable.**
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: **The Secretary,** **Public Procurement Administrative Review Board,** **10th Floor, National Bank building,** **P.O. Box 58583-00200,** **Nairobi, Kenya.** 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.

The evaluation Criteria as shown below shall be used to evaluate.

No.	Methods and Points for Qualification
A.	Mandatory/ Preliminary Evaluation – Yes/No
B.	Mandatory Technical Evaluation – Yes/ No
C.	Detailed Functional & Technical Requirement – Yes/ No

D.	Technical Evaluation Criteria
E.	Financial Evaluation Criteria

2 Mandatory / 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.

2.1 MANDATORY/ PRELIMINARY QUALIFICATION REQUIREMENTS

Prospective Bidders MUST: -

Item No	Mandatory Requirements	Yes/No
1.	Registration/Incorporation certificate. In case of a Joint Venture, all parties must submit as well attach a duly signed & executed joint venture agreement. A maximum number of parties in the Joint Venture should be limited to three (3)	
2.	Power of Attorney delegating authority to the signatory of the tender to commit the tenderer and in joint venture, a party to the joint venture should be nominated to commit on behalf of the whole team.	
3.	Bidders shall provide valid tax compliance certificates. In case of a joint venture all parties must submit a valid tax compliance certificate or its equivalent. In the absence of tax compliance certificate of the country of the origin (Foreign Companies (then a self-declaration must be provided by the tenderers)	
4.	Financial Capability – The bidder shall provide proof of annual turnover of Kshs. 50 million and above in the form of certified audited accounts for the last three (3) financial years of the bidder, for the years (2018, 2019 and 2020). In case of a joint venture, one of the partners should meet the criteria and submit the certified audited accounts.	
5.	A certified copy of the valid annual practicing certificate of the auditor or the auditing firm carrying out the audit exercise of auditing the accounts should be attached. The bidder must provide an active email address and telephone number of both the auditor and/or the auditing firm.	
6.	Bidders should have a valid ISO 9001, ISO 27001. In case of a joint venture, one of the partners should meet this criterion.	
7.	Both solutions to run on open-source Technology or its equivalent as per the National ICT Policy and Guidelines 2020	

		and National ICT standards 2020	
8.		A properly filled, signed and stamped self-declaration statement that the person or tenderer is not debarred in the matter of the Public Procurement and Disposal Act, 2015. In case of a joint venture, all parties must submit the properly filled, signed and stamped self-declaration statement.	
9.		A properly filled, signed and stamped tender eligibility confidential business questionnaire in the prescribed manner in the tender document. In case of a joint venture all parties must submit a valid confidential business questionnaire.	
10.		Manufacturer authorization letter (the manufacturer authorization form shall be in the format provided). In the event of a joint venture partner together to meet this requirement.	
11.		Submission of a tender security of Kshs. 980,000 valid for a period of 217 days from the date of tender opening; in the form of a bank guarantee or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority approved and listed by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Joint Services.	
12.		Submission of valid CR12 form showing the list directors /shareholding (issued within the last 1 year) or National Identity Card for Sole Proprietor, In case of a joint Venture, all parties must submit a CR 12 or its equivalent	
13.		Letter of authority to seek references from the Tenderer's bankers (with their respective Electronic Mail ID and Phone Number)	
14.		Properly filled, signed and stamped Self Declaration that the Tenderer will not engage in any corrupt or fraudulent practice	
15.		Properly filled, signed and stamped Form of Tender in the prescribed manner in the tender document by the person with power of attorney.	
16.		Details of any current litigation or arbitration proceedings in which the bidder is involved as one of the parties.	
17.		Copy of Current Business / trade permit.	
18.		The "original" and "copy" of tender documents should be properly Tape Bound and paginated in the correct sequence and all pages must be initialized/signed/stamped. NB: Spiral Binding and use of Spring or Box Files will not be allowed and will result in automatic disqualification	
19.		The softcopy of the Technical Proposal in PDF format should be submitted in a CD/DVD/flash disk.	
20.		Audio-Video demonstration of the Proposed Email & E-File/E-Office System should be part of the Electronic Soft Copy Submission.	
21.		Foreign and International bidders shall provide a declaration that they shall source at least 40% of supplies and labor from local suppliers.	

Note :

- A bid that does not fulfill any of the mandatory requirements shall be disqualified at this stage regardless of their technical and financial offer.

2.2   Additional Mandatory Technical Requirements (Email Solution)
       Overview (Evaluated *on Yes/No Basis*)

NO.	FEATURE	MINIMUM TECHNICAL SPECIFICATIONS	Bidder response Complied (Y/N)	Bidder's Remarks
1.	Email	Basic Search		
		Conversation View		
		Offline Web Client		
		Message Tagging		
		Advanced Search Builder		
		Attachment Search		
		Sharing Folders and Files		
		File Sharing Integration		
		Tasks		
2.	Contacts	Personal Distribution Lists		
		Global Address Lists		
3.	Calendar	Calendar Feature		
		Group and Resource Scheduling		
4.	Mobile Devices	Mobile Web Client		
		Mobile Active Sync		
		CardDAV Contacts & CalDAV Calendar		
5.	Server Administration & Management	Web Administration Console		
		Command Line Interface (CLI)		
		Integrated Anti-Spam and Anti-Virus		
		Post screen Mail Transfer Agent (MTA) Security		
		Server Name Indication (SNI) for Secure Socket Layer		
		Support LDAP and Active Directory		
		Multi-Domain Support		
		Migration Tools		
		Custom Retention Policies		
		Delegate and Domain Administration		
6.	Security Features &	Two-Factor Authentication		
		Litigation Hold		

		Administration	S/MIME Digital Signatures & Encryption		
7.	Network Features		Real-time Backup and Restore		
			Hierarchical Storage Management		
			High Availability Server Clustering		
			White Label for Web Client Branding		
			Unified Communications Integration		
			High Fidelity Document Preview		
			Archiving & Discovery		
8.	Mail Support		Vendor Email & Phone Support		
			Additional Packaged Support		
			Additional Source Code Support		
9.	Operating System Compatibility list		Compatibility List or Latest Equivalent		
			Cloud Platforms		
			VMware v Cloud		
			Open Platform		
			Microsoft		
			Cent OS		
10.	SSL Certificates		Wildcard Certificates to protect unlimited subdomains and multiple Servers		
			Extended Validation SSL Certificate for primary User Interface		
11.	Hosting		Deploy the solution in a e Cloud Environment		
			Ensure the backup and recovery solution on Cloud		
			Enable authorized users to access it from anywhere		
			24 Hour support		
12.	Accessibility		Internal mail system that can't be accessed outside to bring in extra layer of security		
			Clustered services (not one service for sending, receiving, backup)		
13.	Confidentiality		Sign a confidentiality clause to protect all data transmitted and stored on the email solution		

14.	Technology	The propose solution to run on open-source r its equivalent platform		
15.	Mail Migration	Provide migration road map from existing email platform (Free version)		
16.	Support	The technical Support Resource should ideally be physically located or based in Kenya		
17.	Warranty and support	Warranty support should be provided for a period of 24 months from the date of signoff		

NB: The tenderers who do not satisfy any of the above requirements shall be considered Nonresponsive and their tenders will not be evaluated further

Detailed Functional & Technical Requirement (for Email)
Functional Requirement
Overview (Evaluated *on Yes/No Basis*)

A. Functional Requirement

	BUSINESS FUNCTION: MESSAGES				
Sr.No	Function	Description	Complied (Y/N)	Remarks
PSC/BFM/01	Type of Messaging Client	A client (rich client, web client, mobile, Administration etc.) shall be able to store and present information through a user interface, enforce security, replicate data, that is, allow many different servers to contain the same information and have many users work with that data		
PSC/BFM/02	Access Messaging platform	The user shall be able to log on and open the messaging client software using the single sign-on credentials offered by the directory service and authentication credentials configured on the messaging server.		
		User accesses the messaging software using a personal computer, a phone, tablet, or any compatible device configured on for local or Remote Access via Authentication Services within the users' network,		
PSC/BFM/03	Compose and Edit Messages	Upon access to the messaging environment, the user shall be able to compose and edit a message to be sent, read messages, interact with other users through voice, video and instant messaging		
		The user shall have common and message formatting tools to customize text according to user wishes. These include formatting text, paragraphs, employing text styles, proofreading features (spell checking, Thesaurus, word count) among others		

			The user is availed with search tools to search through reference materials such as online encyclopaedias, dictionaries and translation services.		
			The user may type the addresses of the message recipients directly into the client's software or given opportunity to open names, phone numbers and email addresses in the text editor		
			The user checks the email addresses and names typed to make sure that it is possible to send or communicate to the recipients		
			The user may attach an item such as a file, a business card, a calendar, an illustration (picture, Art, chart, screen shot etc.), a table, a link, a symbol or even a signature to accompany the message.		
			The user may add tags to show importance and urgency of the message being sent (whether is high importance, medium, low, or otherwise)		
			The user may put permission to restrict received messages from being forwarded to other unintended recipients.		
			The user may send blind copies for the recipients who receive messages secretly in order to protect email addresses for other recipients		
			Message redirection can also be done where replies to the messages being composed go to a specific email address so that in case the sender is offline, or unavailable to reply their assistant may receive the message and respond		
			The user may schedule a date and time at which a Message shall be sent		
			The user may activate a language translation tool to translate a word or a paragraph into a different language by using bilingual dictionaries and or machine translations.		

PSC/BFM/04	Send and Receive Messages	The user may want to show the status of sending or receiving messages. Also, the user is at liberty to cancel all pending send/receive requests		
		When sending or receiving messages, a user has an option of downloading message headers (containing fields such as email address of the sender, subject and date) and marking or unmarking the headers for downloading purposes.		
		Preference to work offline is available to the user. The user does not receive new emails in this state.		
		When a user received an email message, he/she replies to one or several and can use the received mail to respond with an instant message or call, or forwarding it as an attachment		
PSC/BFM/05	Organize Messages	Group and Sort messages by many characteristics such as date, time, sender, recipients, categories,		
		Set tags to remind users to action on tagged mails later		
		Manage massive distribution of messages		
		Create distribution lists for massive delivery of mail messages at user and system level.		
		Avail easy access for users to address books to look for names, phone numbers and email addresses.		
		Create email tags from a sequence of actions continuously done by the user. System shall label emails with personalized importance ranking based on user actions preferences. The possible number of user's actions may vary but mainly falls into the following general categories i.e. Reply, Read, Delete or Mark as Spam		
		Categorize emails tags based on these user actions		

		Capability to avail smart virtual assistance to users of the system. Ability for the system to have rules and filters that you set up within the inbox to help user to do daily inbox reviews or even reply to individual messages.		

BUSINESS FUNCTION: CALENDAR				
Sr.No	Function	Description	Complied (Y/N)	Remarks
PSC/BFC/01	Calendar requests and Online meetings	Calendar requests and Online meetings		
		Create calendar requests and online meetings		
		Schedule the calendar activities		
		Share calendars with people by email and set permission		

BUSINESS FUNCTION: DAILY TASKS				
Sr.No	Function	Description	Complied (Y/N)	Remarks
PSC/BFT/01	Tasks	Create tasks		
		Assign tasks to users		
		Set recurrence for tasks that will be repeated according to the users regular schedule		
		Send a status report about a task using an email address		

BUSINESS FUNCTION: CONTACTS				
Sr. No	Function	Description	Complied (Y/N)	Remarks
PSC/BFO/01	Contacts	Create contacts		
		Assign tasks, call, or send an instant message to the contacts (through Chat function)		
		Share contacts		

BUSINESS FUNCTION: COLLABORATION				
Sr.No	Function	Description	Complied (Y/N)	Remarks
PSC/BFB/01	Storage	The provision of centralized file storage capabilities, accessible from within the email client is required to reduce the need to send bulky attachments through email, minimize storage costs and eliminate the storage of corporate documents within personal inboxes.		
		Provision of a storage capability external to the mail database – that stores a single copy of any document, image or media instead of distributing a copy as attachments in emails sent.		
PSC/BFB/02	Delete and Restore	Delete items and configure the email client to automatically purge the deleted items.		
		Ability to recover Deleted Items		
PSC/BFB/03	Archive	Archived items are moved to a separate file located on your device or on the corporate network and set aside to be accessed when needed.		

A. Technical Requirement

SR.NO	REQUIREMENTS	MANDATORY NM: Not Mandatory M: Mandatory	COMPLIED (Y/N)	REMARKS
	TECHNICAL FEATURES: EMAIL			
PSCTA01	Email client: A full functioned email client capable of being run on a variety of PC Operating Systems including Microsoft Windows, Apple OS and Open Source, Mobile and Tablet Devices including Apple iOS, and Android and others.	M		
PSCTA02	Thick client's access: Shall be able to support and enable users to connect using the desktop / thick mail clients such as MS Outlook, IBM Notes, Mozilla ThunderBird, Evolution and Outlook Express using industry standard protocols like POP3/IMAP/HTTP/SMTP over secure channels.	M		
PSCTA03	Browser Based email client: The ability for users to select a Browser based email client that has versions capable of being deployed to cater for differing bandwidth constraints, or devices (i.e. Mobile / Tablet/browsers where rich clients may not be available)	M		
PSCTA04	Directory Services: System shall provide support for integration / synchronization with other directory servers based on the current version of Lightweight Directory Protocol (LDAP), auto-tuning of data such as indexing and caching and ability to support single sign on.	M		
PSCTA05	Personal and Global Address Book: The Global Address Book and Personal Address Book shall be accessible from Webmail client and any desktop/tablet email client program proposed	M		
PSCTA06	Licensing: Proposed Software licenses shall be owned by the PSC either on subscription or perpetual states	M		
PSCTA07	Multiple Hardware/software platforms: Application shall be able to operate on multiple OS platforms and the capability of running on a wide range of hardware platforms. The capability of running server-side software on different hardware platforms	M		
PSCTA08	Multiple domains: Shall support multiple domains on a single system.	M		

SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTA09	Database Driven: The solution proposed shall be database driven and support transaction logging database to increase reliability and faster recovery	M		
PSCTA10	Message searching and indexing: Shall support full-text search including scheduled indexing for faster search capabilities from the messaging client.	M		
PSCTA11	Server side and Client-side Rules: The messaging store shall support Server and Client-side rules.	NM		
PSCTA12	Smart Virtual assistance : Shall be able to support smart virtual assistance within the email solutions: The system shall label emails with personalized important ranking based on user actions Possible number of user actions may vary but mainly fall into the following general categories that is reply , read, delete or mark as spam	M		
PSCTA13	Message Archival and Journaling: Shall support message archival and journaling of messages	M		
PSCTA14	Shared email addresses: Shall support assigning email addresses to shared mailboxes, so that one can directly send mails from within the messaging system or from any other messaging system or optionally from the Internet.	M		
PSCTA15	Accessibility of the mailbox folders over web: Shall support access of all mailbox folders (Inbox, Calendar, Shared Folders, etc) through the browser by providing user friendly URLs.	M		
TECHNICAL FEATURES: GROUP				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTB01	Create and Populate the groups: The PSC shall have the ability to create mail groups and be able to populate these lists from Directory Server.	M		
PSCTB02	Group restrictions: Ability to restrict external groups and mail users to be members of the internal groups.	M		
PSCTB03	Updating of groups: Automatic updating of the groups, when a user is added to a group.	M		
PSCTB04	Administration of groups: shall have Web based administration and configuration capabilities for groups and other tasks.	M		
TECHNICAL FEATURES: MESSAGE TRANSFER				

SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTC01	Mail relay: The Mail Transfer Agent (MTA) shall allow relaying mail from the authenticated users in the trusted network to the domains that are configured as authorized relay destination.	M		
PSCTC02	Mail relay blocking: The MTA shall facilitate server and user level relay blocking on the basis of Sender, Recipient and Domain configurations.	M		
PSCTC03	Multiple mails associating with one user account: MTA shall allow a user account to have more than one email address associated with it. i.e., shall have aliasing features.	M		
PSCTC04	Delivery Status notification: MTA shall have Delivery Status Notification providing an email sender ability to specify success, failure, delay or none of the message.	M		
PSCTC05	Message size limits: The MTA shall have the option to define the maximum message size on a global/group/user level basis. Shall be capable of handling bulk mailing, limiting number of recipients.	M		
PSCTC06	Message Control in the queue: MTA shall be able to set the parameters for controlling the queue such as concurrency delivery, delivery threads, queue lifetime, response timeout, connect timeout, delete, redirect, and flushing and bounce mail lifetime and scheduling of mail queue based on priority..	M		
PSCTC07	Maximum recipients per mail: The MTA shall be able to define the maximum recipients per mail.	M		
PSCTC08	Secure Mail authentication: MTA shall have support for Enhanced Simple Mail Transport Protocol (ESMTP) facilitating security authentication.	M		
PSCTC09	Format and language for Sending mails: The MTA shall have support for sending mails in graphics, audio, video files and text in multilingual.	M		
PSCTC10	Mail protection: The MTA and other components proposed in the solution shall be protected from the virus and spam attacks using the Anti-Virus and Anti-Spam solution proposed.	M		
PSCTC11	Mail encryption: The MTA shall provide SSL/TLS and S/MIME support for encrypted communication.	M		
PSCTC12	Verification of local domain users: The MTA shall be able to verify the existence of the local domain users in directory server	M		

TECHNICAL FEATURES: SPAM MAILS				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTD01	Type of attachments to be scanned: It shall support for scanning mails with file attachments like MIME, uuencode, XX encode, BinHex, compress, gzip, bzip, bzip2, zip, freeze, lzop, tar, cpio, rpm, rar, arc, arj, zoo, lha(lzh), tnef, cab, exe, etc	M		
PSCTD02	Re-routing of mails: The PSC shall have the option to block, discard, bounce and route SPAM mails to an alternate mailbox at the server level.	M		
PSCTD03	Defining Black/white lists: The PSC shall be equipped to define blacklist/ white list senders and domains at the global level to reduce SPAM and virus mails.	M		
PSCTD04	Subject rewriting and header appending: PSC shall provide an option of subject rewetting and header appending in case of detection of virus or spam mail			
PSCTD05	Using Real Time Block Lists for blocking SPAM: The PSC shall provide proactive blocking of SPAM by referring to Real Time Block Lists (RBLs) at the MTA level.	M		
PSCTD06	Action taken for filtered SPAM: The PSC shall provide a facility to take action on a SPAM mail to quarantine, delete, reject or bounce.	M		

TECHNICAL FEATURES: DISCLAIMER				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTE01	Disclaimer for outgoing mails: Every outgoing mail shall be appended with a Disclaimer statement pre-set by the Administrator at the global level only changed by the system administrator.	M		
PSCTE02	Out-of-Office facility: Shall support out-of-office reply capabilities. Users can customize response and select filters that determine which message senders are to receive the notification	M		

TECHNICAL FEATURES: STORAGE/ HOSTING/ BACKUP & RESTORE				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**

PSCTF01	Storage Format: shall implement an indexing feature for quick retrieval of the mails. Capability of Concurrent access of the mailbox from the user level. Support for unlimited mailbox size.	M		
PSCTF02	Message retention: Shall support option of retaining mails even after deletion for a certain period of time. Shall also support the option for restoration from a backup.	M		
PSCTF03	Mailbox restore: Shall support recovery or restoration of single mailbox without impacting / downtime for other users in online and offline mode.	M		
PSCTF04	Mailbox storage: Shall support unlimited number of user mailboxes per message store database.	M		
PSCTF05	Hosting multiple message stores: Shall support hosting multiple message store databases of unlimited size on the same physical server.	M		
PSCTF06	Additional Mail storage: Shall support online additional storage into the System as and when required.	M		
PSCTF07	Storage content and file formats: Shall support native storage of XML content and storage of any file format and shall allow users to upload and download content from the messaging system.	M		
PSCTF08	Backup and restore of mails: Shall support different methods of backups and point in time restore of transaction logs	M		
PSCTF09	Replication of mail database: The application shall be capable of real time replication of database to local system and remote system.	M		
PSCTF10	Online maintenance of mailboxes: Shall support online maintenance of mailboxes which can be scheduled. Shall also support restoration of mailboxes to active messaging system	M		
PSCTF11	Mailbox size limits: Shall be capable of limiting the size of mailbox for each user.	M		
PSCTF12	Virtual partitioning: Shall support virtual partitioning of the messaging system protocols (including POP/SMTP/IMAP/HTTP protocols) for higher scalability.	M		
PSCTF13	Hosting messaging sub-systems: Shall support hosting messaging sub-systems by role (like protocol, message storage, directory database, message routing, etc.) on more than one physical server or on the same server using Logical Partitioning.	M		

SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTF14	Load Balancing for the web servers: Shall support Load Balancing for the web servers that render web pages to browser-based messaging clients.	M		
PSCTF15	Clustering: Shall support high availability clustering like active-passive, active-active, clustering across operating systems, cluster servers with different hardware and software configurations.	NM		

TECHNICAL FEATURES: STORAGE/ HOSTING/ BACKUP & RESTORE				
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTG01	One mailbox for multiple users: The PSC shall provide the capability to have a single mailbox which can be accessed by multiple users.	M		

TECHNICAL FEATURES: QUOTA				
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTH01	Setting mail Quotas irrespective of file system: There shall be a facility for defining the quota by the administrator at global, group and user level for all the users irrespective of file system.	M		
PSCTH02	Defining Quota threshold: The system administrator shall have an option to define the threshold level limits for the user mailbox quota and send a warning email message to the user when the Quota limit is reaching the defined threshold value.	M		
PSCTH03	Visual Display of the allocated quota: Visual display of the actual usage of allocated quota for the users over the web and client interfaces	M		
PSCTH04	Web GUI for administering quotas: There shall be a GUI interface (Web / Console) for quota administration for the administrator.	M		

TECHNICAL FEATURES: DE DUPING				
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTI01	Message De-duping: The System shall not duplicate attachments sent in the messages addressed to multiple recipients	M		

TECHNICAL FEATURES: JOURNALING

SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTJ01	Message Journaling: Shall have message journaling so as to provide the retention of every message sent or received through an organization and within the organization.	M		
PSCTJ02	Timelines for message Journaling: The PSC shall be able to provide the time lines for message journaling.	M		

TECHNICAL FEATURES: RECOVERY				
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTK01	Recovery of corrupt mailboxes: It shall facilitate automatic and manual recovery of individual or group of corrupt mailboxes to the active messaging system.	M		
PSCTK02	Mailbox Recovery with no additional software requirements: The system shall recover mailboxes to the active system without additional software or additional server requirements	M		
PSCTK03	Recovery of messages: The system shall be able to recover the deleted messages at global / user level from the mailboxes and shall be configurable to set the retention period.	M		

TECHNICAL FEATURES: DESKTOP CLIENT				
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTL01	LAN & WAN capabilities: The Desktop/Thick Mail client shall be able to access the mails over LAN & WAN.	M		
PSCTL02	Auto-complete features: When composing messages in thick mail client, addresses should auto-complete as they are being typed, including a dynamically updated selection dialog when multiple addresses match.	M		
PSCTL03	Language for composing messages: The application shall support composing of messages in major English Language and International Languages.	M		
PSCTL04	Setting priority of emails: The Desktop mail client shall be able to set priority of the messages like high, normal and low and schedule the delivery of the messages and also the expiry of the messages	M		

PSCTL05	Support of common protocols: Support for SMTP, IMAP and POP mail protocols, LDAP/Directory Services as well as HTML mail formatting.	M		
PSCTL06	Importing email account and messages: shall have an option to easily import existing email accounts and messages.	M		
PSCTL07	Flagging Option for mails: Ability to flag emails	M		
PSCTL08	Powerful quick search: Search based on - senders, recipients, message, subject, data, status etc.	M		
PSCTL09	Spellchecker: Shall have a spell checker facility as you type.	M		
PSCTL10	Message filters: Shall have Advanced message filtering rules, Junk Mail Filters and Anti-Phishing Protection.	M		
PSCTL11	Security features for messages: Enterprise and Government grade security features including S/MIME, digital signing, message encryption, support for certificates and security devices.	M		
PSCTL12	Protection of mail attachments: Attachments are never run without the express permission of the user, protecting the users system from worms and viruses.	M		
PSCTL13	Receiving Server updates: It shall have an option to get updates from the central server.	M		
PSCTL14	Use of address books: Display and use of Personal and global Address Book	M		
PSCTL15	Quota limits: shall have an option to display Quota limits.	M		
PSCTL16	Support for accessing mail over proxy service.	M		
PSCTL17	Calendar, Group Scheduling, Personal Task Management and contacts	M		
PSCTL18	Mail Archiving to local disk and server side.	M		
PSCTL19	Welcome Page shall be customizable and allow users to display information they need in the way that they want.	M		
PSCTL20	Data sent over the network can be compressed for more efficient network utilization.	M		
PSCTL21	Allow multiple people to share a single PC. The thick mail client software shall have features for creating multiple-user profiles on a single PC with separate message stores, allowing users to access their personal data securely while sharing common resources.	M		

PSCTL22	Roaming user - allow users to have their personal information, welcome page, bookmarks, address book, preferences, journal, user dictionary – anywhere they are working.	M		
PSCTL23	Shall support multiple archive policies and destinations. Save valuable contents and retrieve them whenever they are needed	M		
PSCTL24	Viewing, creating, and scheduling calendar entries and meetings.	M		
PSCTL25	Shall allow the user to bring a copy of the server's directory catalogue off-line.	M		
PSCTL26	Group Calendaring - Allow users to manage another user's calendar. Can compose and accept/decline meeting invitations. Auto Accept/Decline of invitations.	M		
PSCTL27	Shall provide support for Journal Entries.	M		
PSCTL28	Shall provide out of the box PIM capabilities, workflow, security features and offline support that complements application processes like SAP etc.	M		
PSCTL29	Support for Drag and Drop Attachments.	M		
PSCTL30	Support for mailbox delegation	M		
PSCTL31	Shall be able to tentatively accept/draft meetings	M		

TECHNICAL FEATURES: FULL FUNCTION CLIENT				
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTM01	Capability to easily see at glance unread emails, open a preview pane either at the bottom of the page or on the right (to take advantage of those widescreen displays) and quickly prioritize emails	M		
PSCTM02	Reading email – capability to customize your inbox view by add/removing columns, sorting, grouping by date, grouping by conversations, & opening mail in a new screen.	M		
PSCTM03	Composing – provision of comprehensive rich text editing and formatting options when composing emails. The ability to specify fonts, styles, paragraph formatting, insert tables, insert images, insert hyperlinks, and attach files. Capabilities to perform a spell check and request delivery receipts.	M		

PSCTM04	Replying – Provision of numerous Reply options from a button in the mailbox: Reply, Reply with History Only, Reply with History and Attachments. The idea is to prevent email conversations (and by that same virtue mail servers) from becoming clogged with quoted text and file attachments.	M		
PSCTM05	Email Protection - ability for each user to restrict actions taken by the recipients of the emails they send including restricting the ability to reply to all, forward or print content.	M		
PSCTM06	Creating & managing meetings – Provide multiple calendar views: daily, various weekly, and monthly views. Ability to add other calendars and group calendars to the view, create appointments or meetings.	M		
PSCTM07	Managing Meeting rooms & Resources – Capabilities in setting up meeting invitations to find available times for the attendees, reserve rooms, set up a corresponding web meeting, and then subsequently track responses.	M		
PSCTM08	Embedded application: To enhance productivity and user effectiveness support for embedded applications in mail is sought	M		
PSCTM09	Access to personal archived email – Capabilities to access a 'local replica' of archived email items. These shall be encrypted, stored on their local device, indexed and retrievable when offline.	M		
PSCTM10	Extensible Architecture – The email client to be built on extensible Open architectures to facilitate customisation. This will be achieved through the addition of third parties or in-house developed plug-ins that publish as well as manipulate data including those from our existing line of business applications.	M		
PSCTM11	Multi-platform Client Support – Ability for users to access their email using the rich client, with the same interface and the same full functionality, across Linux, Apple OS and Windows Operating systems	M		
PSCTM12	Instant Messaging Chat & Presence capabilities- within the email Client as part of email solution	M		
PSCTM13	Customizing the email client to suit specific needs – including the ability to restrict or eliminate features and add our own branding / logo to the client. We require complete control over the mail template and the ability to make changes, and push the template to all the mailboxes or just a subset.	M		

TECHNICAL FEATURES: BROWSER BASED CLIENT				
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTN01	Ability to cater for Widely Differing Bandwidth Constraints – Capabilities for a user accessing email from within a browser, to optionally switch from "Full" mode to "Lite" or "Ultra lite" mode, to cater for low bandwidth constraints. Switching between modes shall be easily undertaken by users to best reflect network conditions when mobile.	M		
PSCTN02	Functionality provided is the same as in the rich client - Including rich text editing controls, the ability to add tables to the body of email and spell checker to make corrections. The ability to open mails in multiple tabs to copy and paste content between them, as in the rich client is required. For enhanced security the ability to digitally sign or encrypt the contents is a key requirement.	M		
PSCTN03	Secure Delegation of mail capabilities - the ability to manage delegation settings (who, how much they can access) from within the browser-based client is required. This allows our users to delegate mail handling responsibilities when away, or not contactable for a period of time.	M		
PSCTN04	Extensibility of the Browser based client - As in the rich client, extensibility of the web email client is also required. Functionality must be the same in both clients so that there is no difference between how a user accesses their email.	M		

TECHNICAL FEATURES: MOBILE BASED CLIENT				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTO01	Ability to catering for Widely Differing Bandwidth Constraints on Older Mobile Technologies - Capabilities for a user accessing email from within a older mobile device, to optionally switch from "Full" mode to "Lite" or "Ultra lite" mode, to cater for low bandwidth constraints in a browser environment. Switching between modes shall be easily undertaken by user to best reflect network conditions when mobile.	M		
PSCTO02	Ability to isolate Mobile users in a DMZ – including the ability to utilize VPN Technologies and implement reverse proxy protocols to add further levels of security	M		
PSCTO03	Support for Multiple Mobile Vendor devices and operating systems - including the latest iOS, Windows, Blackberry and Android among others.	M		
TECHNICAL FEATURES: INTEGRATION WITH APPLICATION				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTP01	Shall provide client calendaring functionality to record their time and submit that information to workflow applications in the future. This feature shall be available in both online and offline.	M		
PSCTP02	Shall allow the user to request for vacation or leave time from their manager from their calendar. The manager approval process is fully integrated using mail and calendar workflow processes. Approved time is recorded in the workflow application. Follow-on actions of PSC, like rescheduling or cancellation, are updated in the system. This feature shall be available in both online and offline mode.	M		
PSCTP03	Shall be able to look up contact information in existing databases in the workflow system, and add those data to the personal contacts database. Subsequent workflow application updates to these records shall be synchronized	M		
PSCTP04	Shall be able to view and process workflow solution work items using their Messaging client. New workflow solution work items shall be retrieved on demand or on a scheduled basis.	M		

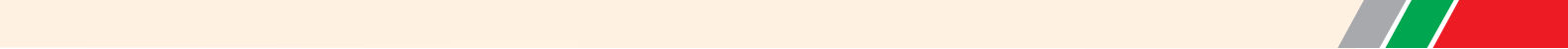| PSCTP05	Shall allow to schedule or run a report from a workflow application using their Messaging client. Shall allow the workflow system to send reports using electronic mail, the reports can be delivered directly to your Inbox.	M		
PSCTP06	Employees shall be allowed to manage their human resources (HR) information through the messaging client. For example, they can store and update personal information (name, address, telephone number, etc.) in their Messaging client, then automatically or manually refresh the data in the workflow system. Managers shall be allowed to store HR information for their employees. Using Messaging client, employees can generate reports of leave taken and time recorded, and managers can run similar reports across their departments.	NM		
PSCTP07	Shall support NNTP, RSS feeds.	M		
PSCTP08	Shall support multiple email accounts in the same user interface for sending and receiving mails.	M		

TECHNICAL FEATURES: ENHANCEMENTS				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTQ01	Allow the user to raise a "flag" to alert the user that there is follow up action on the e-mail.	M		
PSCTQ02	Automatic background name resolution and type ahead resolution prior to sending the mail	NM		
PSCTQ03	Comprehensive message tracking details on a per message basis.	D		
PSCTQ03	Shall support Spell check and thesaurus integrated with the word-processing application installed on the client's computer	M		
TECHNICAL FEATURES: ATTACHMENTS				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTR01	Shall support rich attachments and interaction including - Uuencode, BINHEX and MIME attachment types.	M		
PSCTR02	Viewing of file attachments from within a message.	M		
PSCTR03	No restriction on the number of file attachments per mail.	M		
PSCTR04	Blocking of harmful, executable attachments (the extensions of which can be administratively controlled).	M		
PSCTR05	Allow attachment of text files, Word/Excel/PowerPoint documents, multimedia content, graphic files and non-email documents.	M		
PSCTR06	Shall provide options to review other inbox messages in the foreground while an attachment is being downloaded in the background.	M		
TECHNICAL FEATURES: SPAM CONTROL AT CLIENT				
SR.NO	**REQUIREMENT**	**MANDATORY**	**Complied (Y/N)**	**Remarks**
PSCTS01	Advanced junk mail filtering using keywords and patterns to intelligently determine and block junk mail.	M		
PSCTS02	Safe lists and Black lists choose to only receive mail from individuals already set up in the address book, from specific email addresses or from designated domains.	M		

| PSCTS03 | External HTML blocking to stop spammers from using web-links that verify email addresses as active without permission. Shall support video and audio e-mail. | M | | |

	TECHNICAL FEATURES: OTHER CAPABILITIES			
SR.NO	REQUIREMENT	MANDATORY	COMPLIED (Y/N)	Remarks
PSCTT01	Shall support read receipts and non-delivery receipts.	M		
PSCTT02	Shall support return receipts when requested by the sender.	M		
PSCTT03	Shall support user-controlled filtering and message manipulation rules including: auto-archiving, online and offline support, forwarding of, and response to, messages with a specified message template etc.	M		
PSCTT04	Client side and Server-Side rules (i.e. the rules shall be executed even if the messaging client program is not started).	D		
PSCTT05	Shall support Rich Search with unified search capability.	D		
PSCTT06	Find e-mail messages more easily by grouping messages by date, size, conversation, subject, importance, or other criteria.	M		
PSCTT07	Save the results of commonly used searches instead of having to re-run common searches each time a user needs them providing an automated way to keep relevant emails together without moving them to other folders.	D		
PSCTT08	Ability to search for information from the local system, network or web without leaving the mail client.	M		
PSCTT09	Messaging Clients shall have the ability to control distribution of sensitive work by preventing users from Replying, forwarding, copying, print screen or printing important email messages and expiration of the e-mail message.	D		
PSCTT10	The solution includes the tools to cater for large scale organizational change. That is, movements of group(s) of users with more than 10 users in each group, either within the organizational hierarchy, or between physical sites.	D		

PSCTT11	The solution includes the tools to cater for small scale organizational change. That is, movements of individual users or small groups (less than 10 users) of users, either within the organizational hierarchy, or between physical sites.	D		
PSCTT12	Details of any other feature that is not mentioned or listed in the above category may please be provided. These will have added weightage.	D		
PSCTT13	Calendar interface shall allow end users to view one or more person's agenda, choose a meeting time.	M		
PSCTT14	Calendar Service must provide the ability to set access control lists that restrict calendar sharing.	M		
PSCTT15	Shall natively support server-side and client-side calendaring and scheduling, including:	M		
PSCTT16	Checking the online availability of intended attendees for a meetings	M		
PSCTT17	Sending of request for meetings	M		
PSCTT18	Accept or reject meeting requests	M		
PSCTT19	Provide conflict management for meetings	M		
PSCTT20	Reply to requests for meeting with a newly proposed time and date	M		
PSCTT21	View free busy status of a group of users in a single window and ability to schedule the meeting with all the users in the windows	M		
PSCTT22	Calendar interface shall provide an option to delegate commonly used tasks like manage schedule, Accept/Reject appointment calendar on users' behalf.	M		
PSCTT23	Users shall be able to View, create, and schedule calendar entries and meetings.	M		
PSCTT24	Calendar shall support different views like Daily, Weekly, Monthly, and Calendar List, To do List.	M		
PSCTT25	Shall support sharing of calendar between users (with access control features).	M		
PSCTT26	Shall support booking of meeting rooms and other company resources using a shared calendar.	M		

PSCTT27	Shall support tracking of responses from the meeting invitees with information on the number of accepted and rejected responses.	M		
PSCTT28	Shall support marking appointments as private, so it will not appear when others view one's calendar.	M		
PSCTT29	Shall support access to multiple calendars side by side to make scheduling meetings fast and more convenient.	M		
PSCTT30	Shall support accessing a group calendar to view simultaneously the free time schedules of 2 or more users or resources	M		
PSCTT31	Shall support calendar standard	M		
PSCTT32	Users shall be able to publish their own and view free/busy time for others over the Internet using iCalendar support.	M		
PSCTT33	Interoperability with foreign calendaring systems shall include capability to send, accept, decline and automatically track meeting requests and responses over the Internet using iCalendar standard	M		
PSCTT34	Users shall be able to view selected days or series of days apart from default views like Daily, Weekly, Monthly, and Calendar List, to do List.	M		
PSCTT35	Users shall be able to share their calendar information with others, enabling users to view multiple calendars simultaneously in a side-by-side view.	M		
PSCTT36	Users shall be able to customize a work week by Days and hours.	M		
PSCTT37	The users shall be able to view the presence information of the other users	M		
PSCTT38	The solution shall provide support for group collaboration, Calendaring, Scheduling Shall provide support for collaborative application development and support for integrated workflow scenarios and Web services	M		
PSCTT39	The Messaging solution shall provide the ability to create shared team sites/rooms or libraries during Mail composition and shall support sending attachments as a link to Team sites/rooms.	M		

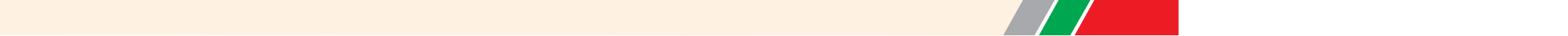| PSCTT40	The Messaging solution shall support the ability to create a shared team Calendar and tasks.	M		
PSCTT41	The Messaging solution shall provide the ability to synchronize Shared calendar/Documents with Rich client and web client.	M		
PSCTT42	The Messaging solution shall provide the ability to send automatic alerts based on predefined criteria on the team site.	M		
PSCTT43	The Messaging solution shall be able to provide team sites content as an RSS feed to Rich client and Web based client.	M		
PSCTT44	The messaging solution shall be able to provide online & Offline access to the team site/rooms/document library.	NM		
PSCTT45	The messaging solution shall have the ability to provide information gathering mechanisms such as surveys and feedback.	M		
PSCTT46	The solution shall support streaming of web based content to be used for capabilities such as e-learning.	M		
PSCTT47	The user authentication shall be from the same Directory Services used with the PSC.	M		
PSCTT48	System shall support message formatting with various font styles and sizes for posting.	M		
PSCTT49	System shall support a powerful search facility.	M		
PSCTT50	The user authentication shall be from the same Directory Services used within the GOK identity Management system.	M		
PSCTT51	Instant messaging service shall provide an ability to chat with contacts with a click of a button.	M		
PSCTT52	Instant messaging services must provide one-to-one, one-to-many and many-to-many chat and chat conferences.	M		
PSCTT53	Instant messaging services shall have presence awareness of the users.	M		
PSCTT54	Instant messaging service shall publish and notify the user status.	M		
PSCTT55	The Instant Messaging Service shall provide ability for Instant messaging (chat) and presence awareness.	M		
PSCTT56	Users shall be able to change their status (online, away, etc.).	M		

PSCTT57	The IM component shall be installed separately on the client machines.	M		
PSCTT58	The M component shall be integrated with the Desktop/Thick Mail client.	M		
PSCTT59	The IM component shall be integrated into the Web Interface	M		
PSCTT60	Instant messaging shall support rich text, emoticons, in-line spell checking, and content filtering.	M		
PSCTT61	The user shall be able to set automatic response messages (vacation message) and mail forwarding (external & internal).	M		
PSCTT62	The PSC shall support forwarding of mails to an alternate email address when the user has configured a vacation message.	M		
PSCTT63	The PSC shall avoid mail loops when auto responding.	M		
PSCTT64	No auto-response message shall go to a mailing list.	M		
PSCTT65	There shall be support for ignoring the messages tagged as SPAM/JUNK by the headers/subject.	M		
PSCTT66	The User IDs must support following characters A-Z, a-z, 0-9, underscores (_), periods (.).	M		
PSCTT67	Password Management	NM		
PSCTT68	The User shall be able to change their password from webmail and thick client	M		
PSCTT69	The PSC shall provide a feature of enforcing password verification at a time of password change by the user.	M		
PSCTT70	The PSC shall have the following features of a password			
PSCTT71	Password length shall be minimum 8 characters	M		
PSCTT72	Alpha numeric & special characters like a-z, A-Z,0-9,!@#$%^&*	M		
PSCTT73	Change of Password at regular interval feature shall be provided	M		
PSCTT74	The Solution shall allow for password lockout for Web Users when they input the wrong password	M		
PSCTT75	The system shall maintain the password history.	M		
PSCTT76	Enable mailing (can login to access account; Can receive mail)	M		

PSCTT77	Partially enable mailing (Can't login; Can receive mail)	M		
PSCTT78	Disable mailing (Can't login; Can't receive mail)	M		
PSCTT79	Easy 'find user' command to locate a set of users based on criteria like name, address, date, telephone number, manager's name etc.	M		
PSCTT80	Support for all user properties	M		
PSCTT81	Provide conditions like 'equals', 'not equals', 'contains', 'greater than' etc.	M		
PSCTT82	Field dependent value selection to minimize errors.	M		
PSCTT83	Results showing search criteria fields.	M		
PSCTT84	An interface to view and manage all the user's configurations from a single application. These include personal information, quota, forwarding, user login count, etc.	M		
PSCTT85	Users can set forwarding from their accounts. This shall be a controllable feature.	M		
PSCTT86	Add free format comments/notes while creating new users to help locate users for collaborative initiative or for targeting specific messages.	NM		
PSCTT87	Automatically disable user accounts on expiry. The administrator has the option to configure the warning messages, warning thresholds in terms of number of days before expiry.	M		
PSCTT88	Automatically disable unused user accounts. The administrator has the option to configure this capability to partially or fully disable accounts that haven't been accessed for more than 'n' days.	M		
PSCTT89	Granular control to allow the user to specify another authentication id (besides the normally used full email id), depending on the directory to which the authentication is happening. The authentication id could be a short name or a full name or employee id	NM		
PSCTT90	The messaging system shall have a published API for interfacing with external systems.	M		
PSCTT91	The PSC shall have an enterprise-wide System Management Solution to manage the total infrastructure related to the messaging system	M		

PSCTT92	The solution shall be capable of managing a heterogeneous mix of servers through GUI and Web Console with simple user interaction.	M		
PSCTT93	The Graphical User Interface (GUI)/Web based console shall be provided for all the user and administrative services	M		
PSCTT94	The solution proposed shall provide security aspects built into the system. It shall provide delegated System Administration for all the Administrative functions.	M		
PSCTT95	The PSC shall be capable of being securely accessible remotely by the user and system administrator in case there is need for remote management.	M		
PSCTT96	The System management solution shall provide monitoring tools for messaging environments within the same suite of solutions. Monitoring shall include user and device behaviour, user metrics, and any other the supplier shall deem fit.	M		
PSCTT97	The solution shall enable administrators to add monitoring, reporting and system analysis tools. A complete list of parameters shall be available for building additional monitoring resource models.	M		
PSCTT98	The system administrator shall be able to start, stop, and restart software components of PSC without shutdown of underlying hardware components.	M		
PSCTT99	System Administrator shall be able to control the following user related features(essential):	M		
PSCTT100	Configuring mail forwarding	M		
PSCTT101	Configuring email filtering.	M		
PSCTT102	Defining the quota limits.	M		
PSCTT103	Resetting User Passwords	M		
PSCTT104	Activating / Inactivating User accounts	M		
PSCTT105	Configuration of MTA, MSS capabilities	M		
PSCTT106	The system shall have support for system alerts for alarms and usage statistics and administrator shall be also able to set threshold values for the same.	M		

PSCTT107	The system administrator shall be able to customize the error messages displayed or logged by the system.	M		
PSCTT108	The System shall be able to send automated message/alert to the users whose mailbox has reached the quota or to the users who are receiving/sending mails more than the threshold set or on any other parameter.	M		
PSCTT109	Self-monitoring capabilities to monitor essential services and resources. Service monitoring agents integrated with service control programs to prevent accidental restarts. Monitor the messaging queues for stuck/jammed queues.	M		
PSCTT110	Self-healing capabilities to clean unwanted files, start suspended services, etc.	M		
PSCTT111	Ability to monitor services on remote servers allowing cross site monitoring within the network.	M		
PSCTT112	Monitoring Agents to perform routine monitoring and clean-up tasks on a time trigger:			
PSCTT113	Service watchdogs to monitor the services for poor response or abnormal termination and automatically restart it.	M		
PSCTT114	Add your own agent (framework documented with samples) Per command alert recipients:	M		
PSCTT115	Send alerts to different recipients depending on the command executed.	M		
PSCTT116	Monitoring Console - A tool available via the web-based administrator console or client to monitor the critical parameters of the server. The console provides a real time online view of the server functioning and covers three key aspects viz. services (status, down time, restarts etc.), resources (disk space, memory, connections, queues etc.) and transactions (statistics of logins, mails exchanged etc.). In addition it shows common errors from the logs and the status of the backup jobs. At a glance one can see all the backup jobs configured, when they last ran, the status of the last execution and the schedule for the next execution.	M		

PSCTT117	Enterprise Console - In a distributed server setup (enterprise setup), it may be required to remotely monitor the servers from a single point. Capability to view the consoles of selected other servers on the master console. The activity event log on the master shall contain the consolidated event statements of the selected slave servers and the master server.	M		
PSCTT118	Solution shall provide support for cross platform support for multiple operating systems	M		
PSCTT119	The manageability solution shall be able to proactively detect the health issues, server reboot, HW malfunctioning and service degradation/interruptions with the Messaging Platform (including the messaging application, underlying OS and the Directory) and shall be able to create event / alerts and send them to the relevant administrators through email or other alert mechanisms.	M		
PSCTT120	The solution must come with a pre-configured and pre-packaged set of management rules and policies to efficiently manage events and alerts from the messaging Platform. There shall be provisions to suppress the redundant events for enhancing Due Diligence as per of the management policy.	M		
PSCTT121	While alerting on a critical issue with the Messaging Platform, the solution must provide contextual knowledge base intelligence against individual alerts which shall suggest the possible reasons of the alert and recommend best practice guidance to resolve the issue received on the console.	M		
PSCTT122	The proposed solution shall have capability to centrally collect, consolidate and aggregate the Audit Logs created in the Messaging Servers and analyse it centrally through a set of management rules for audit exception reporting etc.	M		
PSCTT123	The manageability solution shall offer facility to create a single report containing the health parameters from the Messaging Application, Underlying OS and the directory services.	M		
PSCTT124	The proposed solution shall support system monitoring including alerts for critical events, and output of the statistics in the form of graphs, histograms and rich reports	M		

| PSCTT125 | The solution shall provide features to monitor all the messaging servers in the enterprise. The monitoring tool shall provide suggestive measures in case of problems found by the monitoring tool. So the administrator can take proactive measures on the applications deployed on the messaging. | M | | |

	TECHNICAL FEATURES: MOBILE CLIENTS			
SR.NO	REQUIREMENT	MANDATORY	Complied (Y/N)	Remarks
PSCTU01	The PSC services shall be accessible using internet enabled mobile devices for all users.	M		
PSCTU02	The Mobile Access shall have support for accessing mails from Android, Blackberry, Apple IOS, and Windows & Linux Mobile Enabled Devices.	M		
PSCTU03	The solution shall provide Push/Pull technology.	M		
PSCTU04	Shall support synchronization of calendar items, contact items, and mail items between pocket pc devices and the messaging server and client over the Internet	M		
PSCTU05	The users shall be able to synchronize tasks between their mobile devices and the messaging solution	M		
PSCTU06	The users shall have the functionality to search through their entire mailbox from their mobile devices	M		
PSCTU07	The users shall be able to search the entire company contacts list from their mobile devices	M		
PSCTU08	The user shall be able to configure Out of office messages from their mobile devices.	M		
PSCTU09	Users shall be able to reset their passwords from mobile devices.	M		

TECHNICAL FEATURES: WEB INTERFACE /REPORTING				
SR.NO	REQUIREMENT	MANDATORY	COMPLIED (Y/N)	Remarks
PSCTV01	All Web mail functionality shall be accessible through all major browsers and apps such as: Edge, Internet Explorer, Mozilla Firefox, Chrome, etc.	M		
PSCTV02	Rich, interactive, web-based interface for end user functions (access via HTTP or HTTPS)	M		
PSCTV03	The Server shall sense the available bandwidth and provide or disable the rich feature functionalities in the web interface.	M		
PSCTV04	The Web interface automatically updates to display messages and other updates (without refreshing the browser or user's intervention).	M		
PSCTV05	The webmail session idle time shall be configurable by the administrator at the global level.	M		
PSCTV06	Secure logout from Web mail client to prevent unauthorized access to mail pages after signing out.	M		
PSCTV07	Online end users are accessible directly from the end user interface.	M		
PSCTV08	Ability to customize look and feel, logo, colour themes, behaviour, etc.	M		
PSCTV09	Ability to use custom logos in the web interface. Customizable look and feel of the Webmail client.	M		
PSCTV10	Ability to display Banner Ads in the Webmail interface in the Browser; Administrators shall be able to select the Ads and display selectively to a group of users or users individually.	M		
PSCTV11	Users can search from within the Web Client.	M		
PSCTV12	Web interface shall provide the capability for attachments	M		
PSCTV13	Addresses auto-complete as they are being typed, including a dynamically updated selection dialog when multiple addresses match.	M		

PSCTV14	Ability to assign tags/categories to To Do, Contacts, Calendar entries. Ability to assign tags to mail messages and configure alarms.	M		
PSCTV15	Ability to render and create messages, appointments, and web documents in HTML format and Text format.	M		
PSCTV16	Built-in Rich text editor for composing messages with support for colour, fonts, attributes, font size, hyperlinks, etc.	M		
PSCTV17	Ability to compose messages in any Language with Unicode support.	M		
PSCTV18	Option to check and correct spelling while composing a mail message, calendar appointment, or web Document using an interactive spell check session	M		
PSCTV19	Ability to choose from users in personal Address Books, shared Address Books, or the Global Address List.	M		
PSCTV20	Ability to view attachments	M		
PSCTV21	Shall have support for folder nesting (folders within folders).	M		
PSCTV22	The user shall be able to append a text signature.	M		
PSCTV23	Shall show shared repositories to all users who have been granted rights to view them.	M		
PSCTV24	User definable Personal folders to organize mail.	M		
PSCTV25	Global address book for wide list of contacts, group mailing feature etc.	M		
PSCTV26	Built-in support for displaying complete web interfaces in all languages with Unicode support.	M		
PSCTV27	Facility for automated installation of the required font and other resources on the client machine from the mail server itself or dynamic font support.	M		
PSCTV28	Ability to take the recipient's digital certificate from a central server or from the user's personal address book in case the mail is to be encrypted.	M		
PSCTV29	Feature to send and receive files as attachments.	M		
PSCTV30	Multiple accounts-Universal Inbox to collect mail from various dispersed accounts into one account.	M		

PSCTV31	Send multiple attachments of any file type.	M		
PSCTV32	Selection of multiple files as attachments in a single click.	M		
PSCTV33	Read receipt request - while composing a message, user can mark the message to request for a read receipt notification from the recipient and delivery status notification.	M		
PSCTV34	Message Priority feature to set priority of messages while composing them.	M		
PSCTV35	Delete (mark for deletion), Undelete (recover from errors) and Purge (permanently delete) messages.	M		
PSCTV36	Filtering of incoming mails based on user definable filtering rules.	M		
PSCTV37	Webmail users shall be able to send and receive files as MIME attachments.	M		
PSCTV38	The user of the Webmail interface shall be able to see full message headers and be able to expand or collapse the Header Info view.	M		
PSCTV39	Webmail interface shall have features for notification of new mails.	M		
PSCTV40	Organization wide Address lookup for Web email interface shall be there.	M		
PSCTV41	Webmail address book shall support auto completion of email address.	M		
PSCTV42	Webmail interface shall have support for spell check at the time of composing the mail.	M		
PSCTV43	Webmail interface shall support for composing the mail in HTML and plain text format	D		
PSCTV44	The user shall be able to define the rules for sorting mails and moving mails to folders.	M		
PSCTV45	Webmail interface shall have an integrated calendar providing the following features: shared calendar, to-do lists, event scheduler and reminders.	M		
PSCTV46	The user shall be able to change the password through the web interface.	M		

PSCTV47	Forgot Password functionality shall provide facility for the user to reset the password	M		
PSCTV48	The user shall be able to login to the proposed mail server, by entering username and password one time only without entering the domain name.	M		
PSCTV49	The user shall be able to customize the look and feel of the webmail interface.	M		
PSCTV50	The user shall be able to mark mails as read or unread and maintain flags for follow ups.	M		
PSCTV51	Mail sorting based on fields: unread, attachments, from, subject, message, date and size.	M		
PSCTV52	The Webmail interface shall provide features to search messages based on: From, To, Cc, Bcc, Subject and body but not limited to these, search in the folders and also advance search capabilities.	M		
PSCTV53	The user shall be able to maintain their own sender block list.	M		
PSCTV54	Runtime scanning of attachment for virus while composing the message.	M		
PSCTV55	Webmail shall provide a feature of auto saving of messages while composing.	M		
PSCTV56	Shall provide option to check mails during low bandwidth connection using Basic Mail client functionality.	M		
PSCTV57	Shall provide the ability to categorise the calendar based on user defined categories and colour coding.	M		
PSCTV58	Shall provide ability to auto complete the recipient address for recent recipients.	M		
PSCTV59	Shall provide an embedded player to play attached media files without requiring to open the attachment with a separate application.	M		
PSCTV60	Shall provide ability to preview commonly used file attachments without requiring separate applications & downloading the attachment.	M		

PSCTV61	Shall provide the ability to access delegated mailboxes from the logged on Webmail client.	M		
PSCTV62	Shall provide the ability to view the organizational hierarchy of the recipient from the company address book.	M		
PSCTV63	Shall be able to provide mailbox, calendar or to-do as RSS feeds and RSS feeds also separately.	M		
PSCTV64	Shall provide ability to add sender to - Blocked Sender list or Safe sender list.	M		
PSCTV65	Shall provide ability to view Calendar details for selected dates apart from default day, week, and monthly view.	M		
PSCTV66	Shall provide flexibility to Drag drop calendar items between different days and send the meeting updates to the recipients automatically.	M		
PSCTV67	Shall provide ability to create Tasks & categorize them based on colour/text.	M		
PSCTV68	Shall provide ability to import/export addresses from Global/Personal address book from/to a standard format (e.g., CSV format).	M		
PSCTV69	The user shall be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox. Additionally, users shall be capable of setting an alarm as a reminder of a follow-up action, like marking an email for follow-up on the day prior to an important meeting or deadline. Reminder alarms are generated automatically, helping to increase operational efficiency across the organization.	M		
PSCTV70	The follow-up feature shall allow sorting so that all mail flagged for follow-up will appear grouped together and use the follow-up view to sort messages by priority, by due date or by date.	M		
PSCTV71	Shall allow copying the body of a received message into a new to-do item or calendar entry with a single click.	M		
PSCTV72	Shall specify a preference to view only unread mail in their inboxes—allowing them to focus on the mail they have yet to act upon.	M		

PSCTV73	Shall allow the user to open any major functional area—welcome, mail, calendar, to-do list, contact list or notebook—in a new window.	M		
PSCTV74	Shall allow the user to move to the next or previous message without having to return to the inbox view.	M		
PSCTV75	Shall allow the user to open and act upon invitations directly from the calendar view—because new invitations automatically appear on the calendar view at the appropriate time. This function offers a visual snapshot of the new calendar entry in relation to previously accepted invitations.	M		
PSCTV76	The user shall be given an option to view dual time zones on the calendar view, allowing users to easily understand calendar commitments for meetings with colleagues around the world. User shall be able to select a separate time zone for start and end times on the scheduling form, especially useful when reserving calendar time for a long-distance flight.	M		
PSCTV77	The userser shall be given the option to pencil in a meeting invitation, appointment, anniversary, event, reminder and to-do items to provide the appropriate visual reminder.	M		
PSCTV78	Shall allow the user to delegate the scheduling and response to meeting invitations to another user, especially helpful for administrative assistants and busy executives.	M		
PSCTV79	Shall provide the user the ability to copy a person listed in the Enterprise Directory to his/her personal contact lists from within the dialog box for addressing new e-mail messages. The browser-based email software shall automatically populate a record in the user's contact list.	M		
PSCTV80	Shall allow the user to create to-do items that can be assigned to another user or group of users.	M		
PSCTV81	Shall take advantage of advanced printing functions, like selecting and printing multiple documents in a view, adding a timestamp to calendar printouts, printing a selected view and printing contact records.	M		
PSCTV82	Shall provide a feature for printing of the message displayed in the web interface as it appears (printer friendly version).	M		

PSCTV83	Shall support basic authentication, session authentication, secure logoff, Secure Sockets Layer encryption and active content filtering.	M		
PSCTV84	Shall be able to send encrypted messages, signed messages and also capable of verifying the digital signatures—directly from the browser interface.	M		
PSCTV85	Users shall be able to access webmail using a common URL published for the email site.	M		
PSCTV86	Users shall be capable of viewing the total size and available space of their mail boxes.	M		
PSCTV87	Shall provide archiving based on enterprise policies and requirements — and thereby make administration more manageable.	M		
PSCTV88	Users shall be able to import/export personal address book entries maintained on the server, through web interface.	M		
PSCTV89	Mail delivery reports generated automatically and archived for pre-defined (configurable) number of days and available to the Messaging Administrator and to the End user. Example reports (not limited to only these):	M		
PSCTV90	General statistics about the mail delivery (total messages, rejections, bytes transferred, etc.).	M		
PSCTV91	List of domains with which mail was transacted.	M		
PSCTV92	User wise successful message sends and receipts.	M		
PSCTV93	Rejection details due to RBL, ill-formed mails etc.	M		
PSCTV94	Rejection due to viruses (quarantined messages).	M		
PSCTV95	Rejection due to mail policy controls.	M		
PSCTV96	Data transferred by each user Messages fetched by each user from configured accounts.	M		
PSCTV97	Count of mail marked as spam	M		
PSCTV98	Health Monitor to generate periodic reports about the health of the system, security status, services, etc.	M		
PSCTV99	Set up report jobs for custom MIS reports (What to report on, where to send it, when to send it)	M		
PSCTV100	The items that must be logged such as identifying information about each email message that passes through the email service, including	M		

PSCTV101	Envelope from,	M		
PSCTV102	Envelope recipient,	M		
PSCTV103	Time of transaction,	M		
PSCTV104	IP address of host sending message	M		
PSCTV105	Size of message	M		
PSCTV106	Delay in delivering after receipt.	M		
PSCTV107	IMAP/s connections must also be logged,	M		
PSCTV108	Authentication failures	M		
PSCTV109	Database corruptions for the Message Store System	M		
PSCTV110	Failed MTA reverse domain lookups for a sent email message	M		
PSCTV112	MTA maximum hop count exceeded (typically a mail loop)	M		
PSCTV113	MTA connect failed to a site outside the email service	M		
PSCTV114	Rejection messages from sites outside the email service	M		
PSCTV115	Logging report shall include unavailability of services, unavailability of connection, failure of writing data in mail store and disk.	M		
PSCTV116	LDAP query failures from any email service component	M		
PSCTV117	Quota problems	M		
PSCTV29	Facility of displaying the extracted reports in the form of charts/graphs/tables.	M		

**TECHNICAL FEATURES: LOGS/ARCHIVING/BACKUP AND SECURITY**			
SR.NO	**REQUIREMENT**	**MANDATORY**	**COMPLIED (Y/N)**	**Remarks**
PSCTW01	The vendor shall provide support for detailed logging	M		
PSCTW02	The vendor shall provide a log analysing tool for interpreting real time statistics facilitating search based on time, date, priority and messages.	M		
PSCTW03	The messaging system shall automate problem determination and analysis in order to help reduce the costs and time associated with monitoring and troubleshooting	M		
PSCTW04	The Mail Messaging Solution shall provide the log parsers capable of providing statistical data such as in PSCTW05- PSCTW07	M		
PSCTW05	No. of SMTP connections Outbound, Inbound, Rejected, Deferred	M		
PSCTW06	No. of IMAP connections.	M		
PSCTW07	No. of Web Access Sessions	M		
PSCTW08	Statistics shall be summarized per day, per hour, per domain and per sender / recipient.	M		
PSCTW09	The system administrator shall be able to centrally manage and control the mail archival/journal solution.	M		
PSCTW10	The system administrator shall be able to set mailbox retention policies.	M		
PSCTW11	The solution shall allow for both automatic archiving by setting up policies and interactive manual archiving from both web mail client and the desktop / thick email client.	M		
PSCTW12	The system administrator shall be able to schedule (hourly, weekly, daily) archiving of mails at specific intervals using policies and shall have an option to set the duration limits for the same.	M		

PSCTW13	The solution shall provide archival of Message body, attachments, folders, sub folders (including metadata, such as subject, date, and sender).	M		
PSCTW14	Mail archiving shall also provide users the capability to quickly search and retrieve email and documents.	M		
PSCTW15	The solution shall support a full text search facility to search messages from the archive.	M		
PSCTW16	The archival solution shall be scalable connected to the storage in the data centre.	M		
PSCTW17	The end user and administrator shall have ability to search on archive databases using the e-mail client as well as a browser based client.	M		
PSCTW18	Support for Archiving of mails at client level. The users shall be able to select emails from their Inbox and archive them or move to the local disk after indexing the same.	M		
PSCTW19	The solution Must provide the capability to archive all eligible messages from the enabled mailboxes; It shall have the capability to integrate with the incoming gateway solution	M		
PSCTW20	End-users can search their own archives using either the Email Client-integrated search page, a stand-alone "browser search" or a Special search option which will allow for browsing the Archive.	M		
PSCTW21	End-users can also search archives to which they have been explicitly granted access, or archives corresponding to mailboxes to which they have been granted access; permissions between mailboxes and archives.	M		
PSCTW22	The solution shall support the ability for different users/mailboxes to be configured with differing archiving policies and client functionality	M		
PSCTW23	Solution shall support Policies to be created at a folder-level for mailbox archiving policies, which allow organizations to implement a mailbox archiving/retention strategy that involves user discretion	M		

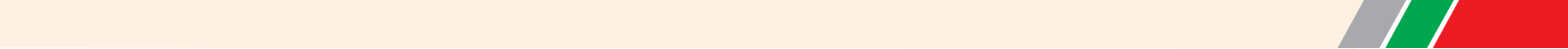| PSCTW24	The solution shall support all messages sent and/or received within Email Mailbox Stores enabled for Journaling.	M		
PSCTW25	Journal Archiving will be completely transparent to the typical end user, because it does not affect the appearance or size of private mailboxes in any way.	M		
PSCTW26	The solution shall support Reporting features that allow administrators and other authorized users to generate and read reports about a variety of topics including the volume of items archived in a given period, the size of each store, the archive usage by account and the archival server status over time.	M		
PSCTW27	The vendor shall suggest an efficient and optimized backup solution	M		
PSCTW28	The backup solution proposed needs to be based on a proven, well known, enterprise class product. In built solutions, although appreciated, would not be considered as compliant to requirements	M		
PSCTW29	The backup software licenses provided must be independent of the OS platform. If the licenses are not provided in OS/Application software independently, please specify the details of the licenses provided.	M		
PSCTW30	Shall be able to perform Anti-Relay enforcement on incoming connection, allow only the customer's domains	M		
PSCTW31	Secure mail relay with sender check (SMTP AUTH) & valid recipient check (VRC).	M		
PSCTW32	Secure access to all services (user level or IP level or both). Shall support user based access control for POP, IMAP and HTTP access. IP level access to other services.	M		
PSCTW33	SSL support to secure the client and server communication	M		
PSCTW34	The Mail Messaging Solution shall use multiple layers of defences against intruders and Denial of Service attacks (DoS).	M		
PSCTW35	It shall prevent any unauthorized usage and shall facilitate features included, but not limited to authentication before relaying, TLS/SSL, and HTTPS.	M		

PSCTW36	All the protocols and services used in the PSC must be configured in a secured environment.	M		
PSCTW37	All authentication and password changes shall be on a secure channel irrespective of clients and service accessed.	M		
PSCTW38	For existing customers, the system shall only accept changes to the customer 's personal details after the changes are approved at 2 different levels.	M		
PSCTW39	All authentication and password changes shall be on a secure channel irrespective of clients and service accessed.	M		
PSCTW40	The PSC shall provide protection from Virus and Intruder, SPAM, phishing and Spyware.	M		
PSCTW41	The Mail Messaging Solution shall have support for following authentication mechanisms:	M		
PSCTW42	Smart Cards, Biometrics, USB, Tokens	M		
PSCTW43	Certificate based Authentication	M		
PSCTW44	The Mail Messaging Solution shall have support for Public Key Infrastructure- signing and verification using digital certificates.	M		
PSCTW45	PSC shall be able to provide SMTP authentication using latest technology.	M		
PSCTW46	Shall support encryption for all messaging components including local store of data. Local Store encryption shall be customizable for various levels of encryption required. Provide details	M		
PSCTW47	Shall provide inbuilt support for digital signature	M		
PSCTW48	Shall support SSL (RC4/Triple DES) encryption with 128/168 bit key	M		
PSCTW49	Support for PKCS #11 (Smart Card Support). Support for the PKCS#11 standard for smart cards — Smart card support provides additional protection for user credentials. Administrators shall be able to enable and disable smart card support on the User Security panel.	M		
PSCTW50	Shall be able to perform Anti-Relay enforcement on incoming connection, allow only the selected domains	M		

PSCTW51	Shall support for outbound sender and recipient controls (SMTP Rules)	M		
PSCTW52	Shall support inbound and outbound delivery control based on message priority, count, size, message classification, domain, etc. and sender shall be appropriately notified.	M		
PSCTW53	Periodic or per-message notification when the quota is exceeded.	M		
PSCTW54	Shall have support for both Server Side and client Side Mail Rules to provide controls for message spamming.	M		
PSCTW55	Any script written by a user (Internal / External) will not execute on the Client Machine unless the same has been certified by the System Administrator.	M		
PSCTW56	By default, users shall not have rights on servers.	M		
PSCTW57	Only delegated system administrators can restart servers.	M		
PSCTW58	Virus Protection capability	M		
PSCTW59	Virus signatures are updated as required, potentially several times a day.	M		
PSCTW60	The administrator shall have an option to set per-mailbox and per-group retention policies.	M		
PSCTW61	The system shall allow the option to Journal all mails or emails from certain recipients based on server-side rules.	M		
PSCTW62	The system shall allow server-side rules for retention of all or specific items in the Email default folders like Inbox.	M		
PSCTW63	The system shall provide an option to create server-side folders for users to retain old mails.	M		
PSCTW64	The system shall provide the ability to block communications between two different users/groups in the same organization and shall be able to send notification.	M		
PSCTW65	The Messaging system shall provide ability to parse through message body for some restricted contents/texts and take actions like drop the message, redirect the message and send bounce messages.	M		
PSCTW66	Authenticated SMTP/POP/IMAP/HTTP			

PSCTW67	Secure SMTP AUTH support while relaying mail from the server	M		
PSCTW68	Secure Authenticated access to POP, IMAP LDAP & SMTP.	M		
PSCTW69	Support for secure protocols POPS, IMAPS, HTTPS, and SMTPS.	M		
PSCTW70	Support for user-based access control for POP, IMAP and HTTP access.	M		
PSCTW71	Remote Secure SMTP AUTH while relaying mail from the server on Domain Level	M		
PSCTW72	Secure SMTP AUTH support while relaying mail sending mail from the server to remote MTA at Machine/ Ip Level	M		
PSCTW73	Authenticated access to Web mail.	M		
PSCTW74	Single sign on facility for all users and administrators to access applications like mail server, chat/IM server etc.	M		
PSCTW75	Browser history/cookie or session details clean out to prevent unauthorized page views after signing out.	M		
PSCTW76	Time out to automatically sign off, if the system detects a prolonged period of inactivity.	M		
PSCTW77	The proposed solution shall support message audits	M		

TECHNICAL FEATURES: APPLICATION DEVELOPMENT TOOLS				
SR.NO	REQUIREMENT	MANDATORY	COMPLIED (Y/N)	Remarks
PSCTX01	The email platform being proposed needs to cater for application development and hosting of applications that assist the corporation in enhancing end user productivity – Open-Source frameworks are required in this area together with the ability to cater for Mobile, Browser and email client integration beyond simple workflow applications	M		
PSCTX02	Required that Application Design Tools – are also provided as a part of the proposed solution	M		

| PSCTX03 | Highly desirable that Third Party applications - are readily available that runs on the proposed solution, following Open System application development principles. | M | | |

Mandatory Technical Requirements for Workflow Management Solution (E-File/ E-Office)

3.1 Business Process Re-engineering

The platform shall be used as a platform for automating typical processes and online workflows of the departments. Online workflows f[...] document approval must be easy to design/modify at every stage of document creation with an option of *the digital signature* to ensu[...] authorization. Flexible and easy to design Document workflow process for approvals at every stage of the document creation. Access Contr[...] version control, comments, tracking changes etc. should be editable and maintained in the whole document approval process. The syste[...] should empower users with a tool to graphically design the workflows. It should also contain the inbuilt form designer to design basic forms f[...] capturing workflow related data. There should be a provision for Ad-Hoc, sequential and parallel routing. The checklist for various functionalitie[...] is tabulated below:

S.No	BUSINESS PROCESS MANAGEMENT SYSTEM	COMPLIED (Y/N)	REMARKS
1	The system shall facilitate re-engineering of processes and act as a platform for building specific application and have a workflow engine to support different types of document routing mechanism including:		
2	Sequential routing –Tasks are to be performed one after the other in a sequence		
3	Parallel routing – Tasks can be performed in parallel by splitting the tasks among multiple users and then merging as a single composite work item.		
4	Rule based routing - One or another task is to be performed, depending on predefined rules		
5	Ad-hoc routing: Changing the routing sequence by authorized personnel.		
	Process Designing		
	Graphical Route Designer		
1	The workflow management system shall support Inbuilt Graphical workflow designer for modeling complex Business Processes using drag and drop facilities.		
2	The Process designer shall provide an intuitive interface for designing complex rules and conditions for workflow routing.		

3	The interface shall be easy to use so that Process owners can change the business process as and when required without any programming knowledge.		
4	The system shall enable process designers to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per mapping defined in the route.		
5	Facility to copy and paste work stages along with all its properties.		
6	Facility to define documents viewed and to be attached at individual stages.		
7	Facility to define multiple archive stages for archive selected documents and indexes in underlying Document management system at any stage of workflow process.		
8	The system shall allow process designers to design properties for each work stage like default document view, form view or Exception view etc.		
9	The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger on the basis of pre-defined conditions or setting up a particular variable or property etc.		
10	The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.		
	Inbuilt Form Designer		
1	The system shall provide inbuilt facility to design Custom forms that can be attached at one or more stages of workflow.		
2	The Form designer interface shall support facility to define text boxes, Combo boxes, radio buttons, Drop down etc.		
3	The system shall support field level calculations at form level		
4	Facility to use scripts for defining field level validations		

		Automatic Escalations		
1		The system shall provide facility to define multi-level escalation procedures		
2		The system shall provide facility to define deadlines to individual work stages and escalation to respective or group of individuals, if the instance is not processed in a specified time frame.		
3		The system shall provide facility to define multi-level escalations on the basis of deadlines i.e Level 1 escalation after specified time and Level 2 escalation after specified time.		
4		Facility to raise custom triggers like Email, fax, SMS etc. for escalations.		
5		The system shall support inbuilt calendar for defining Holidays and Working hours and the escalations and reminders shall be raised on the basis of this		
6		i.e if the escalation time is set for 2 days and there is Sunday in between then it shall not be included		
		Task Management		
1		The system shall provide facility to define tasks for individual or group of users with deadlines.		
2		The system shall provide facility to define check lists for individual stages with option to make particular checklist items as mandatory.		
3		Facility to raise triggers on the basis of a checklist.		
4		The workflow management system shall have email and SMS notification to the user when the user is not logged on to the workflow management system.		
5		Automatic reminders to concerned users for delegated tasks.		
6		The system shall allow definition of audit stages to audit work of new users. The users shall be able to define percentage of work to be audited on the		
7		basis of which, random instances shall be picked up and sent to the auditing supervisor.		

8	The workflow management system shall allow the users to route/re-route the jobs to one or more other users by job and by users (e.g., on long leave, resignation).		
9	The workflow management system shall allow automatic temporary re-routing of jobs to one or more other users (e.g., temporary covering of duties).		
	Multiple Initiation Methodologies		
1	The Workflow management system shall support multiple Initiation methodologies for different user groups or document types.		
2	The Workflow management system shall support automatic initiation of incoming faxes as separate instances with the fax document as an attachment.		
3	The system shall support automatic initiation on the basis of incoming emails with email as an attachment.		
4	The system shall support facilities to host online forms in PDF or JSP format, which can be filled online by the users and on submission a process instance is initiated.		
	Architecture and Technology		
1	The workflow management system shall be Web based and highly scalable architecture.		
2	The workflow management system shall support Web based interfaces.		
3	The workflow management system shall have the ability to integrate through messaging.		
4	The workflow management system shall have the ability to integrate through APIs.		
5	The workflow management system architecture must be scalable and can support an increasing number of users and concurrent transactions.		
6	The workflow management system shall run in a clustered environment.		

7	The Workflow management system must be Unicode compliant and shall also support customizing the interface in Local languages.		
	Process Management		
1	The workflow management system shall be able to support complete administration through a web browser interface.		
2	The workflow management system shall allow administrators to manage users, groups, roles and other document management operations.		
3	The workflow management system shall allow administrators to suspend, resume and control various processes from the same interface		
4	The workflow management system shall have an audit trail to maintain history of all transactions performed on the system.		
5	The workflow system shall give a facility to define Turnaround time for the complete process and also for the individual work stages for efficient monitoring		
6	The workflow system shall give a facility to set Audit percentage for multiple users at different stages, so that the specified percentage of work randomly goes for work audit.		
7	The workflow system shall give a facility to review the audit done by different auditors.		
	Application Access Control		
1	The workflow management system shall provide a comprehensive access control mechanism.		
2	All users of the workflow management system shall be able to access their own work areas and other work areas with access granted by the workflow administrator. They shall not be able to delete assigned tasks from the work areas.		
3	The application shall log all the actions done by individual users with user name, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.		
4	The workflow management system shall allow process owners to track task		

5	status, types of action required (approval, acknowledgement, etc), task in progress/completed task, etc)		
	Process Monitoring and Reporting		
1	The workflow management system shall be able to keep track of the work item status, the date/time the jobs are started and ended, the creation and archival date of the documents.		
2	The workflow management system shall provide graphical and tabular tools to view progress of each individual process		
3	System shall provide a facility to configure a dashboard for individuals and The Management.		
4	Dashboard should provide real time monitoring of various activities, file movement, approvals etc.		
5	No customization should be required to create a dashboard, Users should be able to configure the dashboard without any coding.		
6	There should not be any limit on the number of reports that can be created		
7	User shall be able to drill down in a report for specific information analysis		

8	The workflow management system shall support the generation of statistical and management reports like: Number of pending files Number of cases completed Time taken to complete each task Process History Report User Performance Report Average Process Time Report Participant Report Participant Processing Time Report Process Definition Summary Report Exception Details Report Expired Work Item Report		
9	The workflow management system shall support statistical reports like Total turnaround time and delay report for complete process or specific work stages		
10	The workflow management system shall support definition of new customized reports based on exposed data points.		
	User Management and Security		
1	The workflow management system shall support integration with Lightweight Directory Access Protocol (LDAP) for domain level authentication and single sign on.		
2	The workflow management system shall support integration with database- based authentication.		
3	The workflow management system shall support extensive password validations i.e locking of user account after specified number of unsuccessful login attempts, password history, password expiry, passwords must be alphanumeric and of minimum character length etc.		
4	The workflow management system shall support SSL, HTTPS and session timeouts.		

3.2 File Management System/Office Automation:

The File Management is made up of functions that will cater to the file processing requirements and that is common to all sections an encompasses the standard features and actions on all Files. It shall ensure that files dealing with any subject in any department are processed i a similar manner. This includes creating E-file/E-office and moving it, Monitoring File and Tracking, Generating Order and Maintaining recor room for Files and Correspondences. This will facilitate the tracking of physical files in case files move physically and are not kept in digitize format in DMS. It should also auto generate and maintain file registers, file movement register / slip etc

It should be built using robust Enterprise Document Management and Business Process Management as a platform and should comply with th Manual of Office Procedure (MOP), issued by the Department of Administrative Reforms.

The features of File Management system/Office Automation are tabulated below:

S.No	FILE MANAGEMENT/ OFFICE AUTOMATION SYSTEM	COMPLIED (Y/)	REMARKS
	Archival of Files		
1	The system shall have a facility to create/open a new electronic file.		
2	System shall support creation of both general subject file as well as specific business files		
3	Subject File creation shall take at least File Number and File Subject as inputs.		
4	The system shall have a facility to create both main as well as part file.		
5	The system shall have a facility to save the file in the desired folder in the system.		
6	The system shall have facility to add documents in the file.		
7	The system should have a facility to search a file-on-file number, file subject, any related keyword.		
8	The system should have a index table of all created files in the form of a "File Register" as per the Manual of Office procedure		

9	The system should support creation of any types of specific business files such as project files, employee files, vendor file, contract file etc		
10	The system should have a provision to define searching attributes for each type of special file		
	File creation & Movement tracking		
1	Electronic files shall give the same look and feel as that of a Physical file with documents appearing on one side and Green Note Sheet on the other side of the screen.		
2	The system shall provide facility to users to append their notes, which shall be automatically stamped with username, date and time		
3	The system shall provide facility to secure notes in File View		
4	The system shall provide facility to users to link the notes to any document, file and previous notes, so that corresponding objects can be directly opened from the note view		
5	Note sheet should also have provision to link a note even to a particular page of a image document		
6	The system shall provide facility to users to append notes in the same paragraph		
7	The system shall provide security on notes so that notes/comments once written, signed and forwarded shall not be amended by any user including originator, however if a new note has not been forwarded, the user shall be able to modify the latest note, which they are writing.		
8	There should be a provision to integrate digital signature with Note sheet		
9	The system shall provide facility to take print out of the noting for filing in paper folder as record		
10	The system shall provide a facility to add new documents in the file by calling native applications like Word, Excel etc. from the same interface.		
11	The system shall provide facility to open multiple documents simultaneously in different window		

12	Using the workflow feature of a system, the user shall be able to route the file.		
13	The system shall provide a feature to recall a File from other user		
14	The system shall provide an interface to search the status of a file in a workflow.		
15	The system shall provide a facility to track a department where a File is pending.		
16	The system shall support the case file management		
17	File view shall provide facility to view all documents inside file, Noting / commenting, Edit file properties		
18	System should automatically create and update File Register		
19	System should automatically generate and update "File Movement Slip" as per the Manual of Office procedure by PSC		
	Correspondence (Paper Under Consideration – PUC) movement & tracking		
1	The system shall have a repository or predefined folder / area where all new PUC are received after scanning		
2	The system shall have a facility to create a Paper profile of a PUC in the repository, in case it is not scanned.		
3	The system shall have a facility to add PUC in electronic format from local computer drive.		
4	The system shall provide a facility to view PUC on RHS and indexing fields on LHS.		
5	The system shall have a facility to add a Note with a PUC		
6	The system shall have a facility to save the PUC in an existing file.		
7	The system shall have a facility to route the PUC using the workflow feature of a system.		
8	The system shall support ad-hoc routing of a document		

9	The system shall provide an interface to track & search the status of a PUC in a workflow		
10	The system shall have a facility to send the reminders.		
11	The system shall have a facility to generate various reports w.r.t PUC workflow such as pending with users, pending since, elapsed time, initiated by, completed by etc		
12	The system shall have a facility to track a department where a PUC is pending.		
13	The system shall provide a advanced search interface for tracing & searching a PUC based on dates, subject, pending with, completed by, pending since etc		
14	The system shall have a feature to recall a PUC from other user		
15	System should automatically create and update "PUC Register as per the Guidelines of Office procedure by PSC		
16	PUC register should also indicate the File in which PUC has been saved, present status, action taken etc		
	Office Note creation & Approval workflow		
1	The system shall have an In-built Web based Text Editor with basic functionalities such as bold, alignment, font, color etc		
2	Editor shall have provision for templates for ready content		
3	The system shall have a draft folder to save Office Notes that are created through an in-built text editor.		
4	Office Note in the draft folder shall be available to the user for editing.		
5	Using workflow feature of a system, user shall be able to route the Office Note for approval		
6	The system shall provide a facility to Add / Edit comment to a Note in a workflow.		

7	The system shall provide a facility to attach reference / supporting documents with Office Note in a workflow		
8	All the comments shall be appended to the main content of the Note.		
9	The system shall automatically capture the signature of user working on a Note		
10	The system shall have a facility to approve Note through some actionable control for eg. "Approve" button on the Note Sheet itself		
11	The system shall provide an interface to search and check the status of a Note in workflow		
12	The system shall have a facility to securely archive the Note on approval / completion.		

3.   TECHNICAL EVALUATION CRITERIA

Technical Requirements Marks: (Total marks 100)

Item No	Evaluation Attribute	Weighting Score	Max score	Tenderer's response (points scored)
	Number of years in the business Applicable to the Firm or One of the firms in case of JV/Consortium.	10 years and above (10 marks) 5 to 9 years (6 Marks) 3 to 4 years (3 marks) 0 to 2 years (0 marks)	10	
	• Provide evidence of having undertaken at least one contract of email solution with 2000 or more users • one contract of E-file/E-office with 200 or more users within the last 5 years supported by correlating	at least 1 project with 2000 or more users for email & 200 or more users for E-file/E-office and 1 Project done for Government entity 5 marks	5	

	LPOs, LSOs or contracts and current recommendation letters by the clients addressed to the Director General, Parliamentary Joint Services for each project. If the proposal is through a Joint Venture/ Consortium, then at least one of the members should have the above qualification.	No project…0 marks		
	Ownership of the software licenses of Email/E-file/E-office should be transferred to PSC along with perpetual licenses	Perpetual licenses available to transfer	5	
	Number of Government organizations where the E-mail & E-file/E-office solution is implemented.	2 projects each or above….10 marks 1 project implementation… ………5 marks	10	
	Capability to implement and deploy both solutions on-cloud as well as on-premise	Capability to implement On cloud and On-premise…..5 marks Capability to implement only one of the above…..3 marks	5	
	Delivery period (In weeks)	16 Weeks to 20 Weeks: 5 Marks 20 weeks to 24 weeks: 3 Marks 24 weeks to 28 weeks: 1 Mark	5	
	Work plan/ Implementation Plan of executing the assignment- show all the activities, duration of the activities and the sequence. Understanding of the	• Work/ Implementation Plan – 1 marks Methodology - 1 marks	5	

	Parliamentary Service Commission requirements and Terms of Reference for the assignment and suggestions on areas of improvement/value addition to the specifications. Solution overview (software, hardware, responsiveness to user needs, compatibility, flexibility to new technologies/procedures, etc). Methodology, approach and work plan in undertaking the assignment. Draft operations manual Maintenance schedule, after sale support and catalogue of accessories, components, parts, and equipment required. Service Level Agreement Training plan and schedule to be part of the above plan	Approach – 1 marks Training Plan -1 marks Operations Manual – 1 marks Absence of any of the above …………lose 1 marks each		
	2 Years warranty to be part of Service Level Agreement.	• With Service Level agreement …..…5 marks • No service level agreement ....0 marks	5	
1.	Project Manager **Professional Qualification** a. Should have experience of more than 15 years in Project Management (4 Marks) b. Should have worked on and implemented similar projects (4 Marks) c. Should have done at least 2 such projects in the last 5	If the proposed candidate has the required qualification/ experience against each point then he/she will score full marks, else will score zero marks	20 marks	

	years (4 Marks)			
	Academic Qualification a. Bachelor's degree and above (4 Marks) b. Certification in Project Management such as PMP or Prince 2 (4 Marks)			
MUST submit professional and academic certifications. Provide copy of the certificate in each of the above points				
2	**Solution Architect** **Professional Qualification** a. Should have experience of more than 10 years (2 Marks) b. Should have worked on and implemented similar Projects (2 Marks) c. Should have done at least 2 such projects in the last 5 years (2 Marks) **Academic Qualification** a. Bachelor's degree/Diploma in IT or related area (2 Marks) b. Certification in Solution Architect (2 Marks)	If the proposed candidate has the required qualification/ experience against each point then he/she will score full marks, else will score zero marks	10 marks	
*** MUST submit professional and academic certifications. Provide copy of the certificate in each of the above points				
3.	**Security Engineer** **Professional Qualification** a. Should have experience of	If the proposed candidate has the required qualification/ experience against	10 marks	

	more than 10 years (2 Marks) b. Should have worked on and implementing similar projects (2 Marks) c. Should have worked on at least 2 such projects in the last 5 years (2 Marks) **Academic Qualification** a. Bachelor's degree or related area (2 Marks) b. Certification in CCNA (2 Marks)	each point then he/she will score full marks, else will score zero marks		
4	**Local Support Coordinator** **Professional Qualification** a. Should have experience of more than 10 years in ICT support (2 Marks) b. Should have worked on support projects (3 Marks) c. Should have worked on at least 2 such projects in the last 5 years (2 Marks) **Academic Qualification** a. Diploma or bachelor's degree or related area (Marks)	If the proposed candidate has the required qualification/ experience against each point then he/she will score full marks, else will score zero marks	10 Marks	
MUST submit professional and academic certifications. Provide copy of the certificate in each of the above points				
TOTAL SCORE		100 Marks		

Any bidder who scores 80 points and above in this Technical Evaluation shall be considered for further evaluation.

Any bid that does not score 80 % and above shall be disqualified from further evaluation and consideration at this 3rd stage regardless of their financial and technical offer.

4.   FINANCIAL EVALUATION

Tenderers should note that only tenders that score 80% and above on the technical evaluation will qualify to have their financial bids evaluated.

Those scoring below 80% will not be evaluated further and will be disqualified. The following documents shall be confirmed to be duly filled:

a) Form of tender

b) Price schedule

The financial ranking of the will them be done to determine the lowest in cost bid.

5.   RECOMMENDATION FOR AWARD

The technically responsive and lowest in cost bid shall be recommended for award of the contract

Note:-

The Parliamentary Joint Services may at its discretion visit the firms' client's premises or contact the references provided in confidence in order to establish or verify the correctness of details provided by the bidder.

Tender Evaluation (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

i)   **Alternative Completion Times**

ii)   **Alternative Technical Solutions** Not applicable

iii) **Other Criteria; i**f permitted under ITT 35.2 (e

3   Multiple Contracts

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION1

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

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

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinationswiththelowestevaluatedprice.TenderswillthenbeawardedtotheTendererorTenderersinthe combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

4   Alternative Tenders (ITT 15.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:
The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

5   MARGIN OF   PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

6.1   If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

6.2   Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.

6.3   After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
i)   Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
ii)   Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

6.4   All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each ender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7   Post qualification and Contract ward (ITT 39), more specifically,
a)   In case the tender <u>was subject to post-qualification</u>, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
b)   In case the tender <u>was not subject to post-qualification</u>, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

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

ii)   Minimum <u>average</u> annual construction turnover of Kenya Shillings_____*[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last_____*[insert of year]* years.

iii)   At least_____(*insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____equivalent.

iv)   Contractor's Representative and Key Personnel, which are specified as _____
        _____

v)   Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____
        _____
        _____

vi)   Other conditions depending on their seriousness.

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

        Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last_____(*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. **FORM OF TENDER**

INSTRUCTIONS TO TENDERERS

i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*

ii) *All italicized text is to help Tenderer in preparing this form.*

iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDERDETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

iv) *TheFormofTendershallincludethefollowingFormsdulycompletedandsignedbytheTenderer.*

    a) *Tenderer's Eligibility-Confidential Business Questionnaire*

    b) *Certificate of Independent Tender Determination*

    c) *Self-Declaration of the Tenderer*

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

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

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

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

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;

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

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

d) **Conformity:** We offer to provide the Non-Consulting Services 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:[*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*];
Or

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

General and Specific Details

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

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

    i)   Private or public Company _____

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

        Nominal Kenya Shillings (Equivalent) …………………….........................…....

        Issued Kenya Shillings (Equivalent) ……………………….....................…

    iii)   Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

        If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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……………………………......................

E-mail…………………………………………..

Name of the Firm/Company…………………………...

Date…………………………………………………...

(Company Seal/ Rubber Stamp where applicable)

Witness

Name………………………………………………...

Sign……………………………………………...

Date……………………………………………...

APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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.

---

[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 process]*

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

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

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

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

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

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

6.   Tenderer's Authorized Representative Information

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

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

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

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

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

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

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

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

   establishing:

   i)   Legal and financial autonomy

   ii)   Operation under commercial law

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

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

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

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[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, a list of Board of Directors, and the beneficial ownership.

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

Beneficiary: _____

Request for Tenders No: _____

_____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

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

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

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

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

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

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

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

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

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

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

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

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

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

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

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

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

TENDER-SECURING DECLARATION FORM

[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*]

9.   FORM PER-2:

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

Name of Tenderer	

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

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

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

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, a list of Board of Directors, and the beneficial ownership.

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, a list of Board of Directors, and the beneficial ownership.

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				

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)

☐   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]*

13. FORM FIN – 3.1:
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					

fer 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

---

[1]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.

14.   FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

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

.   .

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

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					

17. **FORM EXP-4.1**

General Construction Experience

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

_____Page_____of

_____pages

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

18.   FORM EXP -4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name:_____

Date:_____

JV Member's Name_____

ITT No. and title:_____

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

19.   FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name:_____

Date:_____

Tenderer's JV Member Name:_____

Sub-contractor's Name[3] (as perITT35):_____

ITT No. and title:_____

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

1.   Key Activity No One:_____

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

_____
[3]*If applicable*

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

2   Activity No. Two

3. …………………

SCHEDULE FORMS

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

WORK SCHEDULES AND SPECIFICATIONS

Parliamentary Service Commission is in the process of identifying a suitable service provider/firm to supply, delivery, configuration, deployment, training and commissioning of an Integrated Communication System through Unified Messaging and Collaboration (Emailing) with Workflow Management (E-file/E-office) system.

1.1 Scope of the Work

1.1.1 Integrated Communication System through Unified Messaging and Collaboration (Email)

The scope of the project will include a **fully functioning system** in English language with easy-to-use user interface providing a rich user experience to assist the Parliamentary Service Commission to carry out the following functions transcending desktop, laptop and mobile devices:

a) Email platform solution/Messaging
b) Calendaring
c) Contacts management
d) Corporate Social Media integration
e) Instant Messaging
f) Hosting the solution on cloud
g) Migrating existing emails to the new platform
h) Support including providing training, and relevant support / maintenance during the contract period and post implementation

The solution will be hosted in a Cloud environment and the service provider should provide the cost for the cloud environment.

Deliverables:
● Review existing system in place and the different mail boxes used by the users
● Prepare a deployment plan and how to phase out the existing system with the new one
● Supply, configure, deploy Fully Functional communication systems as per the Technical and Functional requirements stated in this document.
● Configure the mail server to the correct MX Pointer to avoid any breakage or delays in sending and receiving the mails – internally and externally.
● Provision of a minimum of 2000 email addresses with specific mailbox size allocated to users with the option to create new accounts on need basis.
● Migrate the data from the existing mail server
● Train ICT staff to manage and support the system
● Provide documentation and user manual to enable PSC ICT staff to manage the system after deployment.

- Provide Technical & Functional documentation
- Provide license details and enable the PSC ICT to manage the license renewal.
- Provide the backup plan and recommend backup solution
- Provide the DR plan and recommend the required solution
- Provide the plan to implement the solution on cloud for 1 year and later migrate it to on-premise model

1.1.2 Workflow Management System (E-file/E-office)

This project will cover the design, development and implementation of Workflow Management System which will integrate with the Unified Messaging & Collaboration system. The salient features of the Proposed systems and its deliverables are as follows:

1. Development of an online platform that will replace the content currently contained with various internal users within the Parliamentary Service Commission of Kenya.
2. Automation of File Management system as per the guidelines of —Manual of office Procedures.
3. The process should include how the documents are collected, screened, classified, stored, published, distributed, or searched, retrieved, applied, evaluated, maintained or retired. An As-Is study may be carried out for proper understanding and implementation.
4. Development of policies and procedures for document and File management processes including the required governance structure.
5. Development of collaborative tools to manage users, documents, knowledge products, discussions and interactions between the users.
6. Development of extranet capabilities enabling select external partners to access collaborative workspaces and participate in discussions where permissions have been granted.
7. Integration with other applications at PSC to support single- sign- on for multiple applications as well as for pulling out the relevant data to publish on the personal dashboards or redesigning,
8. Technical training to the internal ICT and Knowledge Management Team in the form of TOT (Training of Trainers) at PSC as well as knowledge transfer to PSC project team after the rollout.
9. Migration of existing data (with content owners), and support to roll-out/post roll-out, including development of data conversion guidelines, operational support during roll-out as well as helpdesk support during post roll-out phase.
10. Provide the plan to implement the solution on cloud for 1 year and later migrate it to on-premise model

While submitting the proposal the tenderer should provide the required number of Digital Signature pads to be used by PSC.

Features expected from the Workflow Management System

- Integration with Email platform
- Scanning
- Electronic diarization of inward letters and files.
- Electronic Movement of receipts and files with Digital Signature
- Creation of Drafts for approval and final issue
- Dispatch of letters
- Setting Due Dates and Reminders
- Queries and Reports
- Migration Module
- Search
- Receipt
- Registration
- Setting Due Dates
- Electronic File Tracking System
- File Creation
- Digital Signature
- Tracking of E-file/E-office

The Workflow of the System is given below

Receipts	Files
Diarization - Electronic/ Email/ Physical Acknowledgement Generation Receipt to Receipt and File Attachment VIP Letter Tracking Address Book Signing of remarks Legends on Priority Advanced search on Metadata Receipts Status Monitoring System Closing of Receipts	File Creation - Electronic and Physical Notings (Green & Amber) Correspondence Draft for Approval (DFA) Referencing Digital Signture on Noting and DFA File to File and Receipt attachment Linking of File Closing of File Advanced Search on Metadata
Dispatch	**Reports**
Template Selection Digital Signature Advanced Search on Metadata Reminders and Follow ups Dispatch sent through email and post	MIS Reports File /Diary Register Report File/ Diary Movement Report File/ Diary Pendancy Report More…..

The bidder is expected to provide the hardware requirements for the proposed workflow management system.

1.2 Duration of the Project:

It is envisaged that the entire implementation duration will take a maximum of 7 months. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

1.2.1 Implementation Schedule (Sample One)

The bidder has to give the actual implementation plan based on the sample schedule below.

Activities	Calendar Months			Person Months (per stage)				Remarks
	M1	M2	M3	M4	M5	M6	M7	
Configuration, installation of email solution	X							Output is the Inception report that includes a project schedule, implementation methodology, approach
Testing of email solution		X						List of requirements, gaps identified and solution to mitigate
Configuration, installation of workflow management system			X	X	X			
Testing of workflow management system						X		
Prepare training Plan, manuals and user guides for the solution					X			Output is the Training plan, manuals (user/ technical & functional), Training to users
Deployment & Signoff							X	
Warranty & Support								Warranty support should be provided for a period of 24 months from the date of signoff

1.3 Delivery Milestones

Sr.No	Milestone	Deliverables	Period
3.	D1	Supply, Delivery, Configuration, Deployment, Training & Commissioning of fully functional email solution	Within 8 weeks
4.	D2	Supply, Delivery, Configuration, Deployment, Training & Commissioning of fully functional integrated workflow management system	Within 20 weeks

1.4 Methodology

e firm/ service provider will: -

- Assess the current environment and its challenges.
- Assess the existing systems, number of users and their mailboxes.
- Assess the existing email policies
- Assess the workflow requirements, current processes
- Assess and document business requirements in line with the commission's goals and objectives
- Perform a gap analysis and inform PSC on what is required to close the gaps
- Define and design the target environment
- Proposals of implementation strategies to implement the solutions to achieve the target environment
- Provide regular updates to manage on the key deliverable's outlines

1.5 Proposed Implementation Approach and Work Plan

- The firm is required to describe their technical approach and Work Plan to deliver this assignment, to realize the expected output.
- The work plan should have different phases like requirement gathering, gap analysis, process to address the challenges, configuration, setup, testing, training, handholding, stakeholder engagement, go live and support.
- The project shall be implemented over a duration of 7 months.
- The firm is required to propose the main activities of the assignment, their content and duration, interrelations, milestones (including interim approvals by the Client), and delivery dates

1.6 Installation and Commissioning of the solution

- The selected firm along with PSC shall undertake pre-installation planning at specified locations.
- The selected firm shall coordinate with PSC wherever required, in order to prepare the plan.
- Carry out installation in accordance with plans as approved by PSC
- Deployment, Installation and configuration of the software shall be the responsibility of the selected firm. The selected firm shall also tune the parameters for optimal performance of the solution
- Successful completion of Commissioning would need to be accepted and certified by PSC.

1.7 Commercial Proposal

erested Firms should submit their proposal price offer as follows:

Item No	Description	Qty	Unit Price	Total Price (Without Vat)	Total Price (with Vat)
	Email solution	implementation			
		customization			
		licenses for a minimum of 2000 users			
		hosting for two years			
	Total amount for email solution				
	Workflow management system	implementation			
		customization			
		licenses			

		scanners			
		storage			
		servers			
		any other hardware			
	Total amount for workflow management system				
	Annual Maintenance contract for 2 years after warranty				
	Training on email solution (10 ICT staff)				
	Training on workflow management solution (20 ToT)				

contract price will be fixed

Payment Plan

Item No	Description	Payment Amount
	Completion of D1 and acceptance	
	Completion of D2 and acceptance	
	Training on email solution (10 ICT staff)	
	Training on workflow management solution (20 ToT)	
	Annual maintenance Service for 1st year (At the beginning of 3rd year)	
	Annual maintenance Service for 2nd year (At the beginning of 4th year)	

1.9 Special Conditions

.1 Documentation

All documentation and training materials (both in hardcopy as well as a softcopy in PDF format) must be available in order to complete the process, business, technical/system, operations and support acceptance activities.

Supplier's suggestions for training materials documentation to support the implementation, use and maintenance of the solution and any supporting technology components that will be provided as part of this project are to be included.

Documentation must be in English.

.2 Training

It is expected that the service provider will provide training to ICT staff. However, the solution must be intuitive and help text must be available and presented in a manner that encourages users to try to find information.

Training will be provided in English language at Parliament Building or a convenient mutually agreed location within Kenya by the selected firm. If additional expenses will be incurred for offsite training, this will be borne by the supplier.

.3 Testing & Acceptance

The **Parliamentary** Service **Commission** will test the proposed system in a test environment to ascertain that all the functionalities as put forward by the supplier are met. Incorrect information discovered at this time will constitute grounds for disqualification. It is the responsibility of the supplier to ensure the requirements defined in the proposal are achieved

The signed proposal will be the sole reference document for any discussion issues arising, related to acceptance.

Acceptance Criteria: The Parliamentary Service Commission will accept the proposed deliverables after they have been fully tested and confirmed to meet the requirements as specified in the original tender and signed tender response.

.4 Proof of Concept

A demonstration of the proposed solution will be required as proof of concept. An Audio-Video Presentation of the application must be included in the softcopy format in a Flash disk/DVD/CD along with the technical submission document.

.5 Overall Responsibility

The Bidder is obliged to work closely with the PSC team, act within its own authority, and abide by directives issued by PSC that are consistent with the terms of the Contract.

The Bidder will abide by the job safety measures and will indemnify PSC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold PSC responsible or obligated.

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanours.

The Bidder shall appoint an experienced counterpart resource to handle this requirement for the duration of the Contract. PSC may also demand a replacement of the manager if it is not satisfied for any other reason.

The Bidder shall take the lead role and be jointly responsible with PSC for producing a finalized project plan and schedule, including identification of all major milestones and specific resources that PSC is required to provide.

The Bidder will not disclose the PSC's information it has access to, during the course of the Consultancy, to any other third parties without the prior written authorization of PSC. This clause shall survive the expiry or earlier termination of the contract.

.6 Pricing

The Supplier/Bidder must provide the pricing in Kenya Shillings as per the standard forms given in the tender document.

.7 Delivery

Delivery and performance of the Services shall be made by the successful Bidder in accordance with the time schedule as per Proposal and subsequent Agreement.

.8 Delayed Delivery & Installation Caused by the Supplier

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify PSC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, PSC shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

.9 Support Requirements

The Supplier should be able to provide Annual Maintenance Contract immediately after the completion of the warranty period of 2 years. The service provider should apply for an annual maintenance contract for a period of 2 years.

The Supplier should provide updates, upgrades and toll-free technical assistance 24/7/365.

The Supplier should provide a summary of the resources (support personnel and otherwise) devoted specifically to technical issues, involving notification technology, as well as support procedures.

technical support resource(s) should ideally be physically located / based in Kenya.

Supplier should offer various modes of communication channels for support and be available preferably 7/365. The methods of support include: -

● Online chat
● Phone and
● E-mail

Supplier support website should offer the following various support specific tools: -

● Online user manual
● Archive data search
● FAQs

firm should propose the Incident management and issue resolution plan in their proposal.

.10 Warranty Support

ะ service provider should ensure that they provide warranty for the solution for a period of 2 years from
 date of its acceptance by PSC.

.11 Working Arrangement

- PSC may provide office space or connectivity to the resources of the firm and limited administrative and logistical support.
- The firm and their resources will use their own laptops, cell phone and cater for their transport and daily subsistence allowances
- The firm reports to the Chair of the Project Implementation Team as appointed by the Parliament Service Commission to Oversee the delivery of this project who will certify delivery of the solution.

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 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	**Supply, Delivery, Configuration, Deployment, Training & Commissioning of Integrated Communication System**					
No 2						
No 3						
Service Package No 1	(					
	(					
				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].

AS SPECIFIED IN PART II – PROCURING ENTITY'S REQUIREMENTS: SECTION V - ACTIVITY SCHEDULE

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].

AS SPECIFIED IN PART II – PROCURING ENTITY'S REQUIREMENTS:
SECTION V - ACTIVITY SCHEDULE

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*]
[*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]*

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

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)   haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthinthePrincipal'sFormofTender("the TenderValidityPeriod"),oranyextensiontheretoprovidedbythePrincipal;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

TERMS OF REFERENCE FOR SUPPLY, DELIVERY, CONFIGURATION, DEPLOYMENTMENT, TRAINING & COMMISSIONING OF INTEGRATED COMMUNICATION SYSTEM.

Parliamentary Service Commission is in the process of identifying a suitable service provider/firm to supply, delivery, configuration, deployment, training and commissioning of an Integrated Communication System through Unified Messaging and Collaboration (Emailing) with Workflow Management (E-file/E-office) system.

1.1 Scope of the Work

1.1.1 Integrated Communication System through Unified Messaging and Collaboration (Email)

The scope of the project will include a **fully functioning system** in English language with easy-to-use user interface providing a rich user experience to assist the Parliamentary Service Commission to carry out the following functions transcending desktop, laptop and mobile devices:

- i) Email platform solution/Messaging
- j) Calendaring
- k) Contacts management
- l) Corporate Social Media integration
- m) Instant Messaging
- n) Hosting the solution on cloud
- o) Migrating existing emails to the new platform
- p) Support including providing training, and relevant support / maintenance during the contract period and post implementation

The solution will be hosted in a Cloud environment and the service provider should provide the cost for the cloud environment.

Deliverables:
- Review existing system in place and the different mail boxes used by the users
- Prepare a deployment plan and how to phase out the existing system with the new one
- Supply, configure, deploy Fully Functional communication systems as per the Technical and Functional requirements stated in this document.
- Configure the mail server to the correct MX Pointer to avoid any breakage or delays in sending and receiving the mails – internally and externally.
- Provision of a minimum of 2000 email addresses with specific mailbox size allocated to users with the option to create new accounts on need basis.
- Migrate the data from the existing mail server

- Train ICT staff to manage and support the system
- Provide documentation and user manual to enable PSC ICT staff to manage the system after deployment.
- Provide Technical & Functional documentation
- Provide license details and enable the PSC ICT to manage the license renewal.
- Provide the backup plan and recommend backup solution
- Provide the DR plan and recommend the required solution
- Provide the plan to implement the solution on cloud for 2 years and later migrate it to on-premise model

1.1.2 Workflow Management System (E-file/E-office)

This project will cover the design, development and implementation of Workflow Management System which will integrate with the Unified Messaging & Collaboration system. The salient features of the Proposed systems and its deliverables are as follows:

11. Development of an online platform that will replace the content currently contained with various internal users within the Parliamentary Service Commission of Kenya.
12. Automation of File Management system as per the guidelines of —Manual of office Procedures.
13. The process should include how the documents are collected, screened, classified, stored, published, distributed, or searched, retrieved, applied, evaluated, maintained or retired. An As-Is study may be carried out for proper understanding and implementation.
14. Development of policies and procedures for document and File management processes including the required governance structure.
15. Development of collaborative tools to manage users, documents, knowledge products, discussions and interactions between the users.
16. Development of extranet capabilities enabling select external partners to access collaborative workspaces and participate in discussions where permissions have been granted.
17. Integration with other applications at PSC to support single- sign- on for multiple applications as well as for pulling out the relevant data to publish on the personal dashboards or redesigning,
18. Technical training to the internal ICT and Knowledge Management Team in the form of TOT (Training of Trainers) at PSC as well as knowledge transfer to PSC project team after the rollout.
19. Migration of existing data (with content owners), and support to roll-out/post roll-out, including development of data conversion guidelines, operational support during roll-out as well as helpdesk support during post roll-out phase.
20. Provide the plan to implement the solution on cloud for 2 years and later migrate it to on-premise model

While submitting the proposal the tenderer should provide the required number of Digital Signature pads to be used by PSC.

Features expected from the Workflow Management System

- Integration with Email platform
- Scanning
- Electronic diarization of inward letters and files.
- Electronic Movement of receipts and files with Digital Signature
- Creation of Drafts for approval and final issue
- Dispatch of letters
- Setting Due Dates and Reminders
- Queries and Reports
- Migration Module
- Search
- Receipt
- Registration
- Setting Due Dates
- Electronic File Tracking System
- File Creation
- Digital Signature
- Tracking of E-file/E-office

The Workflow of the System is given below

Receipts	Files
Diarization - Electronic/ Email/ Physical Acknowledgement Generation Receipt to Receipt and File Attachment VIP Letter Tracking Address Book Signing of remarks Legends on Priority Advanced search on Metadata Receipts Status Monitoring System Closing of Receipts	File Creation - Electronic and Physical Notings (Green & Amber) Correspondence Draft for Approval (DFA) Referencing Digital Signture on Noting and DFA File to File and Receipt attachment Linking of File Closing of File Advanced Search on Metadata
Dispatch	**Reports**
Template Selection Digital Signature Advanced Search on Metadata Reminders and Follow ups Dispatch sent through email and post	MIS Reports File /Diary Register Report File/ Diary Movement Report File/ Diary Pendancy Report More…..

The bidder is expected to provide the infrastructural requirements (hardware and software) for the proposed Integrated Communication System.
.

1.2 Duration of the Project:

It is envisaged that the entire implementation duration will take a maximum of 7 months. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

1.2.1 Implementation Schedule (Sample One)

The bidder has to give the actual implementation plan based on the sample schedule below.

Activities	Calendar Months			Person Months (per stage)				Remarks
	M1	M2	M3	M4	M5	M6	M7	
Configuration, installation of email solution	X							Output is the Inception report that includes a project schedule, implementation methodology, approach
Testing of email solution		X						List of requirements, gaps identified and solution to mitigate
Configuration, installation of workflow management system			X	X	X			
Testing of workflow management system					X			
Prepare training Plan, manuals and user guides for the solution					X			Output is the Training plan, manuals (user/ technical & functional), Training to users
Deployment & Signoff						X		
Warranty & Support								Warranty support should be provided for a period of 24 months from the date of signoff

1.3 Delivery Milestones

Sr.No	Milestone	Deliverables	Period
1	D1	Supply, Delivery, Configuration, Deployment, Training & Commissioning of fully functional email solution	Within 8 weeks
2	D2	Supply, Delivery, Configuration, Deployment, Training & Commissioning of fully functional integrated workflow management system	Within 20 weeks

1.4 Methodology

The firm/ service provider will: -
- Assess the current environment and its challenges.
- Assess the existing systems, number of users and their mailboxes.
- Assess the existing email policies
- Assess the workflow requirements, current processes
- Assess and document business requirements in line with the commission's goals and objectives
- Perform a gap analysis and inform PSC on what is required to close the gaps
- Define and design the target environment
- Proposals of implementation strategies to implement the solutions to achieve the target environment
- Provide regular updates to manage on the key deliverable's outlines

1.5 Proposed Implementation Approach and Work Plan

- The firm is required to describe their technical approach and Work Plan to deliver this assignment, to realize the expected output.
- The work plan should have different phases like requirement gathering, gap analysis, process to address the challenges, configuration, setup, testing, training, handholding, stakeholder engagement, go live and support.
- The project shall be implemented over a duration of 7 month.
- The firm is required to propose the main activities of the assignment, their content and duration, interrelations, milestones (including interim approvals by the Client), and delivery dates
- The bidder is expected to provide the infrastructural requirements (hardware and software) for the proposed Integrated Communication System.

1.6 Installation and Commissioning of the solution

- The selected firm along with PSC shall undertake pre-installation planning at specified locations.
- The selected firm shall coordinate with PSC wherever required, in order to prepare the plan.
- Carry out installation in accordance with plans as approved by PSC
- Deployment, Installation and configuration of the software shall be the responsibility of the selected firm. The selected firm shall also tune the parameters for optimal performance of the solution
- Successful completion of Commissioning would need to be accepted and certified by PSC.

1.7 Commercial Proposal

Interested Firms should submit their proposal price offer as follows:

Item No	Description	Qty	Unit Price	Total Price (Without Vat)	Total Price (with Vat)
	Email solution	implementation			
		customization			
		licenses for a minimum of 2000			

		users			
		hosting for two years			
		Training on email solution (10 ICT staff)			
	Total amount for email solution				
	Workflow management system	implementation			
		customization			
		licenses			
		hosting for two years			
		Training on workflow management solution (20 ToT)			
	Total amount for workflow management system				
	Annual Maintenance contract for 2 years after warranty				

The contract price will be fixed

1.8 Payment Plan

Item No	Description	Payment Amount
	Completion of D1 and acceptance	
	Completion of D2 and acceptance	
	Training on email solution (10 ICT staff)	
	Training on workflow management solution (20 ToT)	
	Annual maintenance Service for 1st year (At the beginning of 3rd year)	
	Annual maintenance Service for 2nd year (At the beginning of 4th year)	

1.9 Special Conditions

1.9.1 Documentation

All documentation and training materials (both in hardcopy as well as a softcopy in PDF format) must be available in order to complete the process, business, technical/system, operations and support acceptance activities.

Supplier's suggestions for training materials documentation to support the implementation, use and maintenance of the solution and any supporting technology components that will be provided as part of this project are to be included.

Documentation must be in English.

1.9.2 Training

It is expected that the service provider will provide training to ICT staff. However, the solution must be intuitive and help text must be available and presented in a manner that encourages users to try to find information.

Training will be provided in English language at Parliament Building or a convenient mutually agreed location within Kenya by the selected firm. If additional expenses will be incurred for offsite training, this will be borne by the supplier.

1.9.3 Testing & Acceptance

The **Parliamentary** Service **Commission** will test the proposed system in a test environment to ascertain that all the functionalities as put forward by the supplier are met. Incorrect information discovered at this time will constitute grounds for disqualification. It is the responsibility of the supplier to ensure the requirements defined in the proposal are achieved

The signed proposal will be the sole reference document for any discussion issues arising, related to acceptance.

Acceptance Criteria: The Parliamentary Service Commission will accept the proposed deliverables after they have been fully tested and confirmed to meet the requirements as specified in the original tender and signed tender response.

1.9.4 Proof of Concept

A demonstration of the proposed solution will be required as proof of concept. An Audio-Video Presentation of the application must be included in the softcopy format in a Flash disk/DVD/CD along with the technical submission document.

1.9.5 Overall Responsibility

The Bidder is obliged to work closely with the PSC team, act within its own authority, and abide by directives issued by PSC that are consistent with the terms of the Contract.

The Bidder will abide by the job safety measures and will indemnify PSC from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold PSC responsible or obligated.

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel,

and will hold itself responsible for any misdemeanours.

The Bidder shall appoint an experienced counterpart resource to handle this requirement for the duration of the Contract. PSC may also demand a replacement of the manager if it is not satisfied for any other reason.

The Bidder shall take the lead role and be jointly responsible with PSC for producing a finalized project plan and schedule, including identification of all major milestones and specific resources that PSC is required to provide.

The Bidder will not disclose the PSC's information it has access to, during the course of the Consultancy, to any other third parties without the prior written authorization of PSC. This clause shall survive the expiry or earlier termination of the contract.

1.9.6 Pricing

The Supplier/Bidder must provide the pricing in Kenya Shillings as per the standard forms given in the tender document.

1.9.7 Delivery

Delivery and performance of the Services shall be made by the successful Bidder in accordance with the time schedule as per Proposal and subsequent Agreement.

1.9.8 Delayed Delivery & Installation Caused by the Supplier

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Services, the Bidder shall promptly notify PSC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, PSC shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

1.9.9 Support Requirements

The Supplier should be able to provide Annual Maintenance Contract immediately after the completion of the warranty period of 2 years. The service provider should apply for an annual maintenance contract for a period of 2 years.

The Supplier should provide updates, upgrades and toll-free technical assistance 24/7/365.

The Supplier should provide a summary of the resources (support personnel and otherwise) devoted specifically to technical issues, involving notification technology, as well as support procedures.

The technical support resource(s) should ideally be physically located / based in Kenya.

The Supplier should offer various modes of communication channels for support and be available preferably 24/7/365. The methods of support include: -

- Online chat
- Phone and
- E-mail

The Supplier support website should offer the following various support specific tools: -

- Online user manual
- Archive data search

- FAQs

The firm should propose the Incident management and issue resolution plan in their proposal.

1.9.10 Warranty Support

The service provider should ensure that they provide warranty for the solution for a period of 2 years from the date of its acceptance by PSC.

1.9.11 Working Arrangement

- PSC may provide office space or connectivity to the resources of the firm and limited administrative and logistical support.
- The firm and their resources will use their own laptops, cell phone and cater for their transport and daily subsistence allowances
- The firm reports to the Chair of the Project Implementation Team as appointed by the Parliament Service Commission to Oversee the delivery of this project who will certify delivery of the solution.

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.

w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as 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.Inthiscase,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,"ForceMajeure"meansaneventwhichisbeyondthereasonablecontrolofa 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,andtheServiceProvidershallnotacceptfortheir   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.**

3.6   Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7   Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8   Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause7.2 and **specified in the SCC.**

3.9   Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10   Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11   Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

4   Service Provider's Personnel

4.1   Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix 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   PaymentforAdditionalServices,andPerformanceIncentiveCompensation

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 <u>plus or minus</u> 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 _____
1.1(d)	The contract name is **Supply, Delivery, Configuration, Deployment, Training & Commissioning of Integrated Communication System .**
1.1(g)	The Procuring Entity is: **Parliamentary Joint Services**
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	The addresses are: Procuring Entity: **Parliamentary Joint Services** Attention: **Director General** Telex: Service Provider: Attention: Email address
1.6	The Authorized Representatives are: For the Procuring Entity: For the Service Provider:
2.1	The date on which this Contract shall come into effect **is the date of signing of the contract.**
2.2.2	The Starting Date for the commencement of Services is **upon satisfactory supply, installation, inspection and acceptance.**
2.3	The Intended Completion Date will agreed upon during Contract stage
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be N/A% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Procuring Entity's liability and workers' compensation _____ (iv) Professional liability _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
3.9	A Performance Security shall be required The amount of the Performance Security shall be: 5% of the contract sum The Performance Security shall be in the form of: of a bank guarantee from a reputable bank recognized by the Central Bank of Kenya, the Performance security shall be denominated in Kenya Shillings
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	Payments shall be made according to the following schedule: Not Applicable
6.5	Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____days in the case of the final payment. – there shall be no advance payment The interest rate is – there will be no payment on overdue payment

6.6.1	Price adjustment is _____ in accordance with Sub-Clause 6.6.
	
	 The coefficients for adjustment of prices are _____:
	 (a) For local currency:
	
	     A_L is _____
	     B_L is _____
	     C_L is _____
	     L_{mc} and L_{oc} are the index for Labor from _____
	     I_{mc} and I_{oc} are the index for _____ from _____
	 (b) For foreign currency
	
	     A_F is _____
	     B_F is _____
	     C_F is _____
	     L_{mc} and L_{oc} are the index for Labor from _____
	     I_{mc} and I_{oc} are the index for _____ from _____
	
	    Not applicable

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____.
9.1	The designated Appointing Authority for a new Adjudicator is _____
9.2	The Adjudicator is _____. Who will be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized: _____

C. **APPENDICES**

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

1.   Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).

2.   Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

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_____

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

> *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. 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 Tenderer by meeting one or more of the following conditions:*
>
> • *Directly or indirectly holding 25% or more of the shares.*
> • *Directly or in directly holding 25% or more of the voting rights.*
> • *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿*[insert identification no]* Name of the Assignment:＿＿＿＿＿＿＿＿＿＿＿＿＿＿*[insert name of the assignment]* to:＿＿＿＿＿＿＿＿＿＿＿＿＿＿*[insert complete name of Procuring Entity]*

In response to your notification of award dated＿＿＿＿＿＿＿＿＿*[insert date of notification of award]* to furnish additional information on beneficial ownership:＿＿＿＿＿＿＿*[select one option as applicable and delete the options that are not applicable]*

I)   We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii)   *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25%   or more of the   shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing

body of the Tenderer]"

Name of the Tenderer: ....[insert complete name of the Tenderer]*_____

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

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

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

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