



**RURAL ELECTRIFICATION &
RENEWABLE ENERGY CORPORATION**

**INVITATION TO TENDER (ITT) No:
RFX No. 100001554**

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**REQUEST FOR PROPOSALS FOR DESIGN, SUPPLY, INSTALLATION, TESTING,
& COMMISSIONING OF AN ENTERPRISE KNOWLEDGE MANAGEMENT
SYSTEM**

APRIL, 2026

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PART 1 - TENDERING PROCEDURES

SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

PROCURING ENTITY: RURAL ELECTRIFICATION AND RENEWABLE ENERGY CORPORATION

CONTRACT NAME AND DESCRIPTION: RFX NO: 1000001554: DESIGN, SUPPLY, INTALLATION, TESTING AND COMMISSIONING OF AN ENTREPRISE KNOWLEDGE MANAGEMENT SYSTEM

PROCURING ENTITY: Rural Electrification and Renewable Energy Corporation P O Box 34585 - 00100 Nairobi.

The Rural Electrification and Renewable Energy Corporation invites sealed bids for the following tender.

CONTRACT NAME AND DESCRIPTION; RFX 1000001554: DESIGN, SUPPLY, INTALLATION, TESTING AND COMMISSIONING OF AN ENTREPRISE KNOWLEDGE MANAGEMENT SYSTEM

1. Tendering will be conducted under open competitive method (National) using a standardized tender document.
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *8.00am - 12.45pm to 1.45pm-4.00pm Monday to Friday* at the address given below.
3. A complete set of tender documents may be viewed and downloaded by interested tenderers free of charge electronically from the Website www.rerec.co.ke under April, 2026 tender documents, through the e-procurement portal using <https://suppliers.rea.co.ke:44300/irj/portal> and on the Public Procurement Information Portal <https://tenders.go.ke>. Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website www.rerec.co.ke. Tenderers who download the tender document must forward their particulars immediately to tenders@rerec.co.ke to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by bank tender security of amount as specified in the TDS. Original bid security must be submitted in the tender box before closing date and time.
6. Completed tenders must be delivered to the address below on or before **29/04/2026 at 10.00am**.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the SRM portal; <https://suppliers.rea.co.ke:44300/irj/portal> with scanned documents uploaded to the collaboration folder on or before closing/opening date and time as indicated above. A guide on tender submission labelled (Quick bidding reference) can be found in the REREC website <https://www.rerec.co.ke/Supplier-Bidding-Quick-reference-quide.pdf>
9. Only Electronic Tenders will be permitted.
10. Any addendum to this tender shall be uploaded to the Corporation's website www.rerec.co.ke under the specific tender documents.
11. Tenders will be opened immediately after the deadline date and time specified above or any dead line 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.

12. Late tenders will be rejected.

13. The addresses referred to are:

Address for obtaining further information on tender documents

For hand Courier, Original Bid security delivered to the tender Box (Kawi Complex, Block C, Ground floor, Off Popo Road,). Contact Manager, Supply chain management, telephone number: 0709193000 and e-mail address: tenders@rerec.co.ke

Address for Submission of Tenders:

Online only through <https://suppliers.rea.co.ke:44300/irj/portal>

Address for Opening of Tenders.

Kawi Complex, Block C, Ground floor, Online system

Designation: Chief Executive Officer

A. Address for Submission of Tenders.

1. Rural Electrification and Renewable Energy Corporation
2. Postal Address: 34585 – 00100 Nairobi
3. Physical address for hand Courier Delivery; South C, Office Popo Road, Kawi Complex, Block C, Ground floor; e-mail address: tenders@rerec.co.ke and info@rerec.co.ke

B. Address for Opening of Tenders.

1. Rural Electrification and Renewable Energy Corporation
2. Physical address for the location: Kawi Complex, Block C, Ground floor.

Dr. ROSE N. MKALAMA

CHIEF EXECUTIVE OFFICER

SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

Section 2(a). Instructions to Consultants (ITC)

[Notes to the Procuring Entity: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, to address specific issues, to supplement, but not over write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. This "Notes to the Procuring Entity" should be deleted from the final RFP issued to the Consultants].

A. GENERAL PROVISIONS

1. Meanings / Definitions

- a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
- c) "Procuring Entity" means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) "Government" means the Government of the Republic of Kenya.
- j) "In writing" means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

- l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) "Letter of RFP" means the letter of invitation being sent by the Procuring Entity to the Consultants.
- o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- q) "Public Procurement Regulatory Authority (PPRA)" means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) "RFP" means the Request for Proposals to be prepared by the Procuring Entity for the selection of Consultants.
- s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:
 - i) **Conflicting Activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services — a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - ii) **Conflicting Assignments:** Conflict among consulting assignments — A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.
 - iii) **Conflicting Relationships:** Relationship with the Procuring Entity's staff — a Consultant (including its Experts and Sub-consultants) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.
 - iv) **Others:** Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

- 5.1 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

- 5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be

disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the "Certificate of Independent Proposal Determination" annexed to the Proposal Form.

- 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

- 6.1 In selection of Consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members for a JV shall be specified in the TDS.
- 6.3 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 submission of proposals, 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
- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
- a) Sanctions - A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
 - b) Prohibitions - Firms and individuals of a country or goods in a country may be ineligible if: i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.
 - c) Restrictions for Government-owned Enterprises - Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they: i) Are legally and financially autonomous,

ii) Operate under commercial law, and iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations - no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultants, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.

b. Extension of Validity Period

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

- 12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The

Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- 13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.
- 13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals - Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
 - (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so as long as only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultants associate with each other, any of them can be a lead member.
 - (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
 - (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so stated in the Data Sheet.

b. Taxes

- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

- 18.1 The firm shall deliver the Proposals 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 assignment, addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE..... (The time and date for proposal opening date". Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:
- 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be enclosed and shall be addressed as follows:
- i) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Proposal, as described in ITC 11;
 - ii) in an envelope or package or container marked "COPIES", all required copies of the Technical Proposal;
 - iii) in an envelope or package or container marked "ORIGINAL", all required copies of the Financial Proposal; and
- 18.3 The inner envelopes or packages or containers shall:
- i) Bear the name and address of the Procuring Entity.
 - ii) Bear the name and address of the Firm; and
 - iii) Bear the name and Reference number of the Assignment.
- 18.4 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 proposal. Proposals that are misplaced or opened prematurely will not be accepted.
- 18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality / Canvassing

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

- 20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

- 21.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.
- 21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

- 22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.
- a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed financial proposal.
 - c) The Proposal is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
 - g) Key Experts are from eligible countries.
 - h) Key Experts do not appear in more than one proposal, if so required.
 - i) A short-listed firm has not participated in more than one proposal, if so required.
 - j) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
 - k) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
 - l) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
 - m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
 - n) The Consultant, its sub-consultants and experts have no conflicts of interest.
- 22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

- 23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required to pass, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

24.2 Time-Based Contracts - If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by

multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- 24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, 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 Consultants is compromised.

28.2 In case of an abnormally high tender 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 RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Consultant with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Consultant to negotiate the Contract.

c. Least Cost Selection (LCS) Method

29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Evaluation Report

29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30. Notification of Intention to enter into a Contract / Notification of Award

- 30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to enter into a Contract / Notification of Award shall contain, at a minimum, the following information:
- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
 - ii) the contract price of the successful Proposal;
 - iii) a statement of the reasons why the recipient's Proposal was unsuccessful;
 - iv) the expiry date of the Standstill Period; and
 - v) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

31. Standstill Period

- 31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

- 32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

32.3 Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

- 32.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the

"Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a Lump-sum Contract as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations - Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a Time-Based contract, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations - Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

33. Conclusion of Negotiations

33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.

33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the

Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded; (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

36.2 Consider carefully the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:

36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

37.1 The procedures for making Procurement-related Complaints shall be specified in the TDS.

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

SECTION 2 (B). DATA SHEET

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions	
1(j)	<p>Electronic procurement system shall be used: (a) Yes If yes; REREC uses SAP SRM system in tendering processing. To participate in the tender use the link below that can be found on the website www.rerec.co.ke</p> <p>New tenderers who have never dealt with us before shall register through Procurement-Supplier registration: https://suppliers.rea.co.ke:44200/supportal(bD1IbiZjPTUwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</p> <p>Already registered bidders shall process and submit their bids via the Corporation's e-Procurement system as follows: Login to REREC portal via url https://suppliers.rea.co.ke:44300/irj/portal</p> <p>N/B: It is assumed that you have already completed the registration process and that your registration has been approved by REREC and you have created both admin and employee account. An employee user account shall be used to bid and transact with REREC.</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Tendering process:</p> <ol style="list-style-type: none"> i. Issuing tendering document, ii. Submissions of tenders, iii. Opening of tenders, iv. Evaluation of tenders and Contracting.
2.1	<p>Name of the Procuring Entity: Rural Electrification and Renewable Energy Corporation. The consultant selection method is: Quality and Cost Based Selection Method (QCBS) [√]</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes The name of the assignment is: DESIGN, SUPPLY, INTALLATION, TESTING AND COMMISSIONING OF AN ENTREPRISE KNOWLEDGE MANAGEMENT SYSTEM</p>
2.3	<p>A pre-proposal conference will be held: No Date of pre-proposal conference: N/A</p>
2.4	<p>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A</p>
3.3 (iv)	<p>[Insert any other conflicting relationships] Bidder to state if any</p>
4.1	<p>[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the Consultants] None</p>
6.2	<p>Maximum number of members in the Joint Venture (JV) shall be: None</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions	
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	The business will be registered with: None, open to all
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following two separate submissions:</p> <p>1st Part; Scanned pdf document with the Technical Proposal:</p> <ul style="list-style-type: none"> • Power of Attorney to sign the Proposal • TECH-1: Technical Proposal Submission Form • TECH-2: Consultant's Organization and Experience • TECH-3: Comments and Suggestions • TECH-4: Description of Approach, Methodology and Workplan • TECH-5: Work Schedule and Planning for Deliverables • TECH-6: Team Composition, Assignment, and Key Experts' Input • TECH-7: Mandatory Documentary Evidence <p>AND</p> <p>2nd Part; Scanned pdf document with the Financial Proposal:</p> <p>(1) FIN-1: Financial Proposal Submission Form</p> <p>(2) FIN-2: Summary of Costs</p> <p><i>Note: Bidders are advised to submit a maximum of two scans per part; 1st Part Technical (Maximum scanned documents 2) 2nd Part Financial (Maximum scanned documents 2) clearly labelled Technical Proposal and Financial Proposal.</i></p>
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 112 days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 3 days prior to the submission deadline. The contact information for requesting clarifications is:</p> <p>CEO Kawi House, South C, P.O. Box 34585, 00100 Nairobi, Kenya e-mail: info@rerec.co.ke; tenders@rerec.co.ke; TEL NO.254-20-2710955/2713921</p>
14 (b) (do not use for Fixed Budget method)	Not applicable

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions	
14 (c) and 26.2 [use for Fixed Budget method]	(c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
14 (d)	Key Experts shall not appear in more than one proposal. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will lead to disqualification of both firms.
16.1(b)	Reimbursable expenses: There are no reimbursable expenses
16.2	A price adjustment provision applies to remuneration rates: NA
16.3	REREC has not obtained a tax exemption applicable to the Contract
16.4	The Financial Proposal shall be stated in the following currencies: The Financial Proposal should state all costs in Kenya Shillings only.
C. Submission, Opening and Evaluation	
17.1	The Consultants shall submit their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original copy in pdf format submitted in the collaboration folder found under collaboration room under Notes and attachment of the SRM portal; (b) Financial Proposal: one (1) original copy in pdf format submitted in the collaboration folder found under collaboration room under Notes and attachment of the SRM portal. (Quick bidding reference can be found in the website under Bidding Quick Reference - https://www.rerec.co.ke/Supplier-Bidding-Quick-reference-guide.pdf) Note: Bidders are advised to merge all documents into a set of scanned pdf file before submission. They shall submit two different sets of scanned pdf documents, one set for Technical proposal cleared labelled as "Technical" and one set for Financial proposal cleared labelled "Financial"
18.5	The Proposals must be submitted no later than: Date: 29th April, 2026 Time: 10:00AM The Proposal submission address is: Online Through: https://suppliers.rea.co.ke:44300/irj/portal
20.1	An online option of the opening of the Technical Proposals is offered: Yes i. The opening committee logs in SAP-SRM ii. Click on initiate RFX opening iii. Download the excel file, which is the opening schedule contains the tender number and tenderer's name.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions	
	<p>The opening shall take place at: Street Address: Kawi House, South C, Floor Number: Ground Floor Room number: Procurement Office City: Nairobi County: Nairobi Country: Kenya Date: 29th April, 2026 Time: 1000hrs</p>
20.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Submitted bid security Name of Bank Amount of Security: 500,000.00</p>
22.1	<p>Other eligibility and mandatory criteria shall be: As per Terms of Reference</p>
22.2	<p>The full mandatory requirements checklist (preliminary eligibility criteria) and the complete technical evaluation scoring criteria, sub-criteria and point system are set out in Section 5, Sub-section (Evaluation Criteria) of the Terms of Reference, which is the consolidated master reference for all evaluation purposes.</p> <p>SUMMARY - Mandatory / Preliminary Requirements (Yes/No basis): 14 mandatory documents are required. Failure to provide any single item will lead to disqualification. Refer to Section 5 for the complete checklist with all 14 line items.</p> <p>SUMMARY - Technical Scoring (total 100 marks; minimum pass mark: 80): (i) Firm experience: 45 points (ii) Technical Approach & Methodology: 25 points (iii) Key Experts' qualifications and competence : 30 points</p> <p>N/B: Minimum pass mark is 80. Bidders below this mark will not proceed to financial evaluation.</p> <p>See Section 5 of the Terms of Reference for full criteria, sub-criteria, requirements and weighting detail.</p>
23.4	<p>An online option of the opening of the Financial Proposals is offered: Yes</p> <ol style="list-style-type: none"> i. The opening committee logs in SAP-SRM ii. Click on initiate RFX opening iii. Click on open RFX prices iv. Download the excel file, which is the opening schedule contains the tender number, tenderer's name and quoted prices
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions	
	If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: Kenya Shillings The official source of the selling exchange rate is: CBK rates The date of the exchange rate is: tender closing date
29.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.85 P = 0.15 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
31	The Standstill Period shall be: 14 days. The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
D. Negotiations and Award	
32.1	Expected date and address for contract negotiations: To be communicated after award
35.2	Expected date for the commencement of the Services: Date: Immediately after contract signature and Purchase order
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 3 days after the contract signing
37.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: Dr. Rose N. Mkalama Title/position: Chief Executive Officer Procuring Entity: Rural Electrification and Renewable Energy Corporation Email address: info@rerec.co.ke

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General Provisions	
	<p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

PART 2 - PROPOSAL FORMS

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

1. FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

Date:.....

To:

.....
.....
.....

Dear Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your RFP dated..... [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope (Scanned in pdf format separately).

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.}

OR

{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC 3.
- d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC 5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; 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 or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.

- g) The Consultant shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- (h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.
- (I) We, along with any of our sub-consultants are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- (e) Except as stated in the ITC 12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 29.3 and 29.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations. (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature

Name and Title of Signatory:.....

Name of Consultant (company's name or JV's name):.....

Contact information (phone and e-mail):.....

2. CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to _____

[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:
 - Has been requested to submit a Tender in response to this request for tenders;
 - 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, as applicable]: The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor; 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:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; 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 RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Consultant and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

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.

Requirements

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

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.

- (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 avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) 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:
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) 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;
- (7) If a person contravenes sub section (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 awarding officer.

(8) 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:

i) 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

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

b) Defines more specifically, in accordance with the 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 the procuring entity of the benefits of free and open competition.

c) Rejects a proposal or award 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 debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and 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 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.

4. FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

Provide here a brief description of the background and organization of your company, and in case of a joint venture of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [5] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of Form Tech 7 Mandatory Documentary Evidence.

Assignment name:	Approx. value of the contract [KES, US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total No. of staff-months of the assignment:
Contact Address: / Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): / Completion date:	No. of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm: / Name and Title of Signatory:	

5. FORM TECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

6. FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

- i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

- ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

- iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

7. FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables (D-..)	1	2	3	4	5	6	7	8	9	...	n	TOTAL
D-1	{ e.g., Deliverable #1: Report A 1) data collection 2) drafting 3) inception report 4) incorporating comments 5) 6) delivery of final report to Procuring Entity }												
D-2	{ e.g., Deliverable #2:..... }												
N													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

8. FORM TECH-6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Position	D-1	D-2	D-3	D-...	Home	Field	Total
K-1		[Team Leader]	[2 month]	[0.5 m]	[1.0]	[2.5]	[1.0]	[0]		
K-2										
K-3										
N										
		Subtotal								
		NON-KEY EXPERTS								
N-1										
N-2										
N										
		Subtotal								
		Total								

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.

Full time input Part time input

9. FORM TECH-6B: CURRICULUM VITAE (CV)

Field	Details
Position Title and No.	e.g., K-1, Team Leader
Name of Expert:	{ Insert full name }
Date of Birth:	{ day/month/year }
Country of Citizenship	

Education:

{ List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: { Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact Information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}	

Expert's contact information: (e-mail.....phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert Signature Date {day / month/year}

Name of authorized Signature. Date

Representative of the

Consultant (the same who signs the Proposal)

10. FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

- a) Certificate of Incorporation/Certificate of Registration {Insert here a copy of certificate of incorporation or registration}
- b) Tax Compliance Certificate {Consultant to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}
- c) Similar Consulting Assignments Experience {Consultant to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}
- d) Academic Certificates {Consultant to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}
- e) Professional Certificates {Consultant to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}
- f) Professional Membership of Key Experts {If applicable, Consultant to insert copies of professional membership certificate for its key experts}
- g) Certificate of Independent Proposal Determination (The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

EVALUATION CRITERIA

PRELIMINARY REQUIREMENTS (MANDATORY)

Bidder must submit both Technical and Financial Proposal: one (1) original copy in pdf format in the collaboration folder found under collaboration room under Notes and attachment of the SRM portal

S/No	Mandatory / Preliminary Requirement	Yes/No
1.	Tender Submission: Bidder documents and attachments have been submitted in the Collaboration folder of the SAP SRM System. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and shall not be evaluated.	
2.	Tender Security: Bank or insurance guarantee. The value of the Tender Security shall be Kenya Shillings Five Hundred Thousand (KES 500,000) as specified in the TDS, valid for 140 days.	
3.	Legal Capacity: Must submit a copy of Certificate of Incorporation / Registration. Must submit a copy of valid Trade Licence / Business Permit. Must submit a copy of valid AGPO Certificate.	
4.	Ownership Structure: Submission of a CR12/CR13 form from the Registrar of Companies, not more than three (3) months old for all companies as applicable, and certified by a Commissioner of Oaths or a Magistrate of the Kenyan Judiciary, for the tenderer.	

S/No	Mandatory / Preliminary Requirement	Yes/No
	<p>A written Power of Attorney, commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary, signed and stamped by company directors, including the specimen signature of the Authorised person for the tenderer. Must submit a Duly filled, signed and stamped Tender Information Form. Must submit a Duly filled, signed and stamped Tenderer's Eligibility Confidential Business Questionnaire Form.</p>	
5.	<p>Tax Compliance: Must submit the Company or Firm's Registration Certificate and Company's E-PIN Certificate (KRA Tax Compliance Certificate, valid as at the date of tender opening) for the tenderer.</p>	
6.	<p>Price Validity: Must submit a Duly filled, signed and stamped Form of Tender confirming validity of quoted prices for 120 days from the tender closing date.</p>	
7.	<p>Ethical and Legal History: Must submit a Duly filled, signed and stamped self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice, commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary. Must submit a Duly filled, signed and stamped Certificate of Independent Tender Determination Form. Must submit a Duly filled, signed and stamped Self-Declaration that the firm is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015, commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary. Must submit a Duly filled, signed and stamped Declaration and Commitment to the Code of Ethics Form.</p>	
8.	<p>Technical Capacity: The bidder should have three (3) or more specialists with experience in enterprise software development, KMS/EDMS deployment, and AI/ML systems. Attach Signed CVs (signed by both employer and employee) and certified academic and professional certificates for each specialist.</p>	
9.	<p>Accreditation: Must be accredited by the ICT Authority (ICTA Level 2 or higher) under the following categories: i. Systems and Applications ii. Electronic Records Management iii. ICT Consultancy iv. Cloud Computing</p>	
10.	<p>Tender Format: Submission of only the original tender document. The tender document MUST be sequentially paginated/serialised on each page including all attachments and well bound.</p>	
11.	<p>Pending Litigation: Tender to indicate any pending litigation for the past 5 years. Bidder's financial position and prospective long-term profitability must remain sound according to established criteria.</p>	
12.	<p>Open-Source Platform Declaration: REREC requires that all software delivered under this contract be based on open-source platforms with full source code ownership transferred to REREC. Bidders must provide a signed declaration confirming: (i) all proposed software is open-source or proprietary software fully owned by the bidder; (ii) no third-party proprietary licences are required that would restrict REREC's use, modification or redistribution of the delivered system. If any third-party components are included, list all components, their licences, and confirm compatibility with REREC's source code ownership requirement.</p>	

S/No	Mandatory / Preliminary Requirement	Yes/No
13.	Audited Financial Statements: Must submit audited financial statements for the last two (2) financial years (2023–2024 and 2024–2025).	
14.	ODPC Compliance: Must provide a Valid Certificate of Registration from the Office of the Data Protection Commissioner (ODPC) demonstrating compliance as a Data Controller and Data Processor under the Kenya Data Protection Act, 2019.	

Bidders are advised to merge all documents into a set of scanned pdf file before submission. They shall submit two different sets of scanned pdf documents, one set for Technical proposal cleared labelled as "Technical" and one set for Financial proposal cleared labelled "Financial"

11. FORM TECH-8: 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 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 shall not engage/have not engaged in any corrupt or fraudulent practice.
- 3. THAT the aforesaid Bidder is not under any investigation by any public authority for alleged corrupt or fraudulent practice.
- 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 herein above is true to the best of my knowledge information and belief.

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

12. FORM TECH-9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we: (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of: a) Our receipt of a copy of your notification of the name of the successful Tenderer; or b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

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

Name:

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

Dated on day of [Insert date of signing]

Seal or stamp

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

Terms of Payment

Payment for the consultancy shall be made upon satisfactory execution of the services. Payment shall be made against five (5) deliverable milestones, upon REREC's written acceptance of each milestone, as follows:

- 1) Milestone 1 (M1): KMS & AI architecture design accepted; Museum UX concept design accepted; stakeholder engagement plan approved; development environment established - 20%
- 2) Milestone 2 (M2): KMS core platform deployed in test environment; AI Smart Search, Chatbot, and Auto-Tagging prototypes accepted; Museum software blueprint and AI tour engine specification approved; content integration 50% confirmed - 30%
- 3) Milestone 3 (M3): KMS production go-live (HQ + 3 centres) accepted; all five KMS modules deployed; PoC prototype board sign-off; Museum design freeze with all blueprints signed off; architecture documentation suite approved by TWG; Phase 2 Architecture Readiness Report delivered - 30%
- 4) Milestone 4 (M4): Staff training groups completed; SOP Library (SOP-001 to SOP-012) published in KMS; UAT completed and signed off; system fully operational at all nodes; hypercare period commenced - 10%
- 5) Milestone 5 (M5): Three-month hypercare period completed; Phase 2 Technical Readiness Report accepted; full source code and documentation handover confirmed; system performance certification issued; final project closeout report accepted - 10%

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

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

..... {Location, Date}

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC 24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.

{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC 12.1 Datasheet.

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

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature..... (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant..... (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Physical Address: {insert the authorized representative's address}

Phone: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2: SUMMARY OF COSTS

S/N	Item Description / Deliverable	Qty / Unit	Unit Cost (KES, excl. VAT)	VAT (16%)	Total Amount (KES incl. VAT)
1.1	KMS & AI architecture design accepted; Museum UX concept design accepted; stakeholder engagement plan approved; development environment established	Lot			
1.2	KMS core platform deployed in test environment; AI Smart Search, Chatbot, and Auto-Tagging prototypes accepted; Museum software blueprint and AI tour engine specification approved; content integration 50% confirmed	Lot			
1.3	KMS production go-live (HQ + 3 centres) accepted; all 5 KMS modules deployed; PoC prototype board sign-off; Museum design freeze - all blueprints signed off; architecture documentation suite approved by TWG; Phase 2 Architecture Readiness Report delivered	Lot			
1.4	Staff training groups completed; SOP Library (SOP-001 to SOP-012) published in KMS; UAT completed and signed off; system fully operational at all nodes; hypercare period commenced	Lot			
1.5	3-month hypercare period completed; Phase 2 Technical Readiness Report accepted; full source code and documentation handover confirmed; system performance certification issued; final project closeout report accepted	Lot			
	SUB-TOTAL (excl. VAT)		KES		KES
	VAT (16%)			KES	KES
	GRAND TOTAL (incl. VAT) - Transfer to Form of Tender				KES

PART 3 - TERMS OF REFERENCE

SECTION 5. TERMS OF REFERENCE

A. Background

The Rural Electrification and Renewable Energy Corporation (REREC) was established under the Energy Act (2019) with an expanded mandate to spearhead Kenya's renewable energy drive and implement rural electrification projects across the country. REREC operates at both national and regional levels, with its headquarters in Nairobi and three Information and Education Centres (IEC) Resource Centres located in Kisumu, Mweiga and Mariakani.

As part of its mandate to promote knowledge sharing and institutional capacity, REREC's IEC Directorate serves as the primary custodian of the Corporation's technical knowledge assets. The IEC Directorate creates, curates and disseminates knowledge on renewable energy technologies, rural electrification methodologies, and REREC's programme outcomes to internal staff, government agencies, development partners, and the general public.

At present, REREC's knowledge assets - spanning technical reports, project documentation, research publications, multimedia resources, and institutional records - are fragmented across disparate storage systems, local drives and physical archives. This fragmentation limits access, impairs institutional memory retention, and creates operational inefficiencies across the Corporation's geographically distributed nodes. There is no unified, searchable repository connecting REREC Headquarters with the three IEC Resource Centres.

In parallel, the IEC Directorate is developing an interpretive museum experience at each IEC Resource Centre titled "REREC Through the Ages", which will document the Corporation's evolution from rural electrification pioneer to renewable energy leader. This museum experience requires a dedicated software platform, AI-guided tour engine, and interactive digital installations that will be designed and specified under this engagement as a Phase 1 deliverable, with physical installation forming Phase 2.

This Terms of Reference (TOR) sets out the framework for the engagement, detailing objectives, scope of work, technical requirements, deliverables, governance, and evaluation criteria for the procurement of a qualified service provider to design, develop, deploy and support REREC's Enterprise Knowledge Management System (KMS) and IEC Museum Digital Experience Platform.

B. Objective(s) of the Engagement

The primary objective of this engagement is to deliver a fully functional, AI-powered, open-source Enterprise Knowledge Management System that consolidates REREC's institutional knowledge assets into a single, searchable and secure platform accessible to all staff across REREC Headquarters and the three IEC Resource Centres. The KMS shall eliminate knowledge fragmentation, accelerate information retrieval, preserve institutional memory, and enable evidence-based decision-making across the Corporation.

The specific objectives of this engagement are to:

1. Design, develop and deploy an enterprise-grade, AI-powered, open-source Knowledge Management System connecting REREC Headquarters with the three IEC Resource Centres (Kisumu, Mweiga and Mariakani) as a single coherent knowledge ecosystem, with full source code ownership transferred to REREC and zero dependency on external cloud AI APIs.
2. Implement an AI-powered Smart Search and Natural Language Query Engine enabling REREC staff to query the KMS in English and Swahili and receive contextually accurate, document-grounded results using Retrieval-Augmented Generation (RAG) technology deployed entirely on REREC's own infrastructure.

3. Deploy an AI Content Auto-Tagging and Classification Module that automatically analyses, classifies and tags every document uploaded to the KMS across subject domain, geographic, document type and priority taxonomies, with human oversight and quality control mechanisms.
4. Deliver an AI-Powered Staff Knowledge Assistant (Chatbot) providing REREC staff with a conversational, document-grounded interface for querying institutional knowledge, REREC policies and operational procedures, operating entirely on-premise with full data sovereignty.
5. Develop and deliver the complete conceptual design, software blueprint, AI tour engine specification, and hardware specifications for the “REREC Through the Ages” interactive museum digital experience at all three IEC Resource Centres, ready for Phase 2 physical build-out.
6. Establish a structured Change Management, Training and Adoption Programme ensuring REREC staff at all levels and locations are proficient users of the KMS at go-live, with a 90-Day Post-Go-Live Adoption Plan to sustain engagement beyond the hypercare period.
7. Provide a minimum three (3) month Post-Go-Live Hypercare and Stabilisation Support period, and deliver a Phase 2 Technical Readiness Report equipping REREC to procure and execute the museum physical build, kiosk deployment, and KMS Phase 2 extensions with confidence.

C. Scope of Work

The scope of work is organised into four (4) workstreams. The successful bidder shall be responsible for all activities within each workstream, including design, development, testing, deployment, training, documentation and handover. Bidders must respond to each requirement below, indicating compliance status and referencing the relevant pages in their technical proposal.

The four workstreams are:

- i. Workstream A - KMS Platform & AI Core: Design, development and deployment of the enterprise-grade, AI-powered Knowledge Management System including platform architecture, AI Smart Search, AI Auto-Tagging module, and AI Staff Knowledge Assistant Chatbot.
- ii. Workstream B - IEC Museum Digital Experience: Conceptual design, software blueprint, AI tour engine specification, hardware specifications and Proof-of-Concept prototype for the “REREC Through the Ages” interactive museum experience at the three IEC Resource Centres.
- iii. Workstream C - Change Management, Training & SOPs: Stakeholder engagement, training programme, Standard Operating Procedures library (SOP-001 to SOP-012), post-go-live adoption plan, and three (3) month hypercare and stabilisation support.
- iv. Workstream D - Project Management & Governance: Project Execution Plan, bi-weekly PMU meetings, monthly progress reports, Project Steering Committee attendance, full architecture documentation suite, continuous source code handover, and Phase 2 Technical Readiness Report.

The complete Technical Specifications and Requirements for each workstream, including all minimum requirements, performance specifications, compliance standards and delivery conditions, are set out in detail in the Technical Specifications & Requirements section below, which forms the binding technical scope of this engagement.

D. Technical Specifications & Requirements

The following technical specifications and requirements constitute the binding scope of work for all four workstreams. Bidders must respond to each item, indicating compliance status (FS = Fully Satisfies | PS = Partially Satisfies | NS = Not) and referencing the relevant pages in their Technical Proposal. The complete specifications are as set out in the Draft KMS Terms of Reference document incorporated herein by reference, covering:

1 Workstream A - KMS Platform & AI Core

1.1 KMS Platform Architecture & Development

The bidder shall design and deploy an enterprise-grade, open-source Knowledge Management System. The platform shall form the central digital nerve centre of the IEC Directorate, built for modularity, scalability and Phase 2 extensibility.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Platform Foundation & Architecture					
A.1.1	Platform Foundation	The KMS shall be based on a hardened, production-grade open-source document and knowledge management framework. Full source code must be delivered to and owned by REREC.			
A.1.2	Microservices Architecture	The system shall be built on a microservices or modular monolith architecture with clearly defined service boundaries, enabling individual modules to be updated, replaced or extended without system-wide redeployment.			
A.1.3	RESTful API Layer	The platform shall expose a well-documented RESTful API (OpenAPI 3.0 specification) and, where appropriate, GraphQL endpoints, enabling Phase 2 integrations (ERP, DMS, DAM) without core system modification.			
A.1.4	Containerisation	The system shall be containerised using Docker, with orchestration via Kubernetes or Docker Compose, ensuring portability and reproducibility across environments.			
A.1.5	Database & Search Engine	The system shall use an open-source relational database (PostgreSQL preferred) and an open-source search indexing engine (Apache Solr or			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		Elasticsearch) for full-text indexing and retrieval across all content types.			
A.1.6	CDN Asset Delivery	The platform shall implement a CDN-compatible static asset delivery strategy for media files, reducing latency across the three geographically distributed IEC centres.			
Deployment & Multi-Site Architecture					
A.1.7	Hybrid Deployment Model	The system shall support a hybrid deployment model: primary instance hosted on-premise at REREC HQ, replicated in real-time to three regional IEC Resource Centres via a synchronisation layer tolerant of intermittent connectivity.			
A.1.8	Offline Resilience	Regional centre instances shall remain functional and usable during HQ-to-site network outages, with queued synchronisation on reconnection. Full conflict resolution logic must be implemented.			
A.1.9	Phase 2 Extensibility	The architecture shall be explicitly designed to receive Phase 2 additions (DMS, DAM, ERP Integration, Disaster Recovery) without platform re-engineering or data migration.			
A.1.10	Environment Separation	The bidder shall provide Development, UAT and Production environments, each independently deployable from the same codebase.			
Performance & Scalability Requirements					
A.1.11	System Uptime SLA	Minimum 99.5% uptime measured monthly across all connected nodes (HQ + 3 regional centres).			
A.1.12	Concurrent Users	The system shall support a minimum of 200 concurrent users across all four nodes.			
A.1.13	Search Response Time	Full-text search results shall be returned within 3 seconds for 95% of queries under normal load.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.1.14	Document Upload Performance	Single file uploads up to 500 MB shall be supported; bulk upload of 50+ files without timeout.			
A.1.15	Page Load Time	Core KMS interface pages shall load within 4 seconds on a 10 Mbps connection.			
A.1.16	API Response Time	REST API endpoints shall respond within 1 second for 95% of requests.			
A.1.17	Indexing Latency	Newly uploaded documents shall be searchable within 60 seconds of upload.			
A.1.18	Supported File Types	PDF, DOCX, XLSX, PPTX, ODT, ODS, ODP, HTML, TXT, MP4, MP3, JPG, PNG, TIFF, GIF, ZIP (with content extraction).			
A.1.19	Browser Compatibility	Fully responsive on Chrome, Firefox, Edge and Safari (latest 2 versions each); functional on mobile browsers.			
Content Lifecycle & Metadata Management					
A.1.20	Content Lifecycle Workflow	A configurable content lifecycle shall be implemented: Draft>Review>Approved>Published >Archived>Disposed. Each state transition shall be configurable per content type and directorate.			
A.1.21	REREC Metadata Schema	A REREC-specific metadata schema shall be delivered covering: title, author, directorate, project code, geographic region, technology domain, document type, publication date, review date, version number, classification level and language. Schema extensible without system downtime.			
A.1.22	Taxonomy Management	A hierarchical taxonomy management interface shall be delivered enabling IEC administrators to create, edit and retire taxonomy terms without developer involvement. Taxonomy changes shall propagate retroactively to existing content.			
A.1.23	Document Versioning	Full document versioning with revision history, diff comparison between			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		versions, and one-click restoration of any prior version (semantic versioning convention) shall be implemented.			
A.1.24	Duplicate Detection	Duplicate and near-duplicate content detection using document fingerprinting shall be implemented, alerting uploading users and administrators when substantially similar content already exists.			
Access Control, Security & Audit					
A.1.25	Role-Based Access Control (RBAC)	RBAC with a minimum of five (5) pre-configured roles shall be implemented: System Administrator, Content Administrator, Content Editor, Content Viewer and External Viewer. Roles must be configurable without code changes.			
A.1.26	Single Sign-On (SSO) & MFA	SSO via SAML 2.0 or OAuth 2.0/OpenID Connect shall be supported, enabling integration with REREC's Active Directory. Multi-factor authentication (MFA) must be supported and enforceable by administrator policy.			
A.1.27	Content Classification	Attribute-based content classification shall be implemented supporting: Public, Internal, Restricted and Confidential levels. Access to Restricted and Confidential content shall be governed by explicit user-level permissions in addition to role-based access.			
A.1.28	Tamper-Evident Audit Log	A tamper-evident audit log shall record every login/logout, document view, download, upload, edit, deletion and permission change, with timestamp, user identity, IP address and action description. Logs exportable in CSV and JSON.			
A.1.29	Encryption	End-to-end encryption shall be enforced: TLS 1.2+ for all data in transit; AES-256 for all data at rest including database fields and stored files.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.1.30	Session Management	Automated session timeout after configurable inactivity period (default: 30 minutes) with configurable warning notification (default: 5 minutes before timeout) shall be implemented.			
Notifications & System Integration					
A.1.31	Notification System	A configurable in-platform and email notification service shall be provided, covering: document assigned for review, approval granted/rejected, new content published in subscribed categories, document approaching review date, and system alerts.			
A.1.32	Webhook Integration	Webhook endpoints shall be exposed enabling real-time event-driven integration with external systems (email platforms, project management tools, Phase 2 ERP).			
A.1.33	Data Protection Compliance	The system shall comply in full with the Kenya Data Protection Act, 2019, including data minimisation, purpose limitation, data subject rights management, and retention and disposal policy enforcement.			

1.2 AI-Powered Smart Search & Natural Language Query Engine

The bidder shall develop and integrate a Retrieval-Augmented Generation (RAG)-based intelligent search engine enabling RREC staff to query the KMS in natural language and receive contextually accurate, document-grounded results.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.2.1	Hybrid Search Architecture	A hybrid search system combining BM25 keyword retrieval with dense vector embeddings (semantic search), using a reranking model to merge results into a single relevance-ranked response list, shall be implemented.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.2.2	On-Premise Embeddings	Document embeddings shall be generated and stored using an open-source embedding model (e.g. sentence-transformers, BGE-M3 or equivalent) deployed on REREC infrastructure. No query text or document content shall be transmitted to external embedding API services.			
A.2.3	Query Understanding Pipeline	A query understanding pipeline shall be implemented including: intent classification, entity extraction (REREC project names, county names, technology terms, staff names, policy references), query expansion using synonyms, and spell correction for English and Swahili.			
A.2.4	Domain Vocabulary & Synonym Registry	A REREC-specific domain vocabulary and synonym registry shall be maintained (e.g. 'solar PV' = 'photovoltaic' = 'solar panels'), updatable by IEC administrators through a managed interface without developer intervention.			
A.2.5	Multilingual Search	Queries in English or Swahili shall return relevant results regardless of the language in which the source document is written, using cross-lingual retrieval techniques.			
Search Results & Presentation					
A.2.6	Contextual Result Snippets	Search results shall display: document title, type icon, author, publication date, relevance score, an AI-generated contextual snippet highlighting the most relevant passage, and breadcrumb indicating the document's location in the taxonomy.			
A.2.7	Faceted Filtering	Faceted filtering shall be provided enabling users to narrow results by: document type, directorate, technology domain, geographic region, date range, language and access classification. Filters shall dynamically update result counts in real time.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.2.8	Scoped & Power-User Search	Search within a specific section of the taxonomy shall be supported. Advanced operator-assisted search syntax shall be available for power users: exact phrase matching, field-specific search, date ranges and document type filters.			
A.2.9	Search Suggestions	'Did you mean?' suggestions for misspelled or ambiguous queries and a 'Related searches' panel based on user query patterns shall be implemented.			
Performance Specifications					
A.2.10	Search Response Time	95% of queries shall return results within 3 seconds; 99% within 8 seconds.			
A.2.11	Search Accuracy Baseline	Precision@5: minimum 0.70 on REREC domain test set at go-live.			
A.2.12	Zero-Hit Rate Target	Below 10% of queries at the 3-month post-go-live review.			
A.2.13	Multilingual Coverage	Full English and Swahili capability; architecture extensible to additional languages.			
A.2.14	Indexing Latency	Newly uploaded documents, including AI-generated metadata and embeddings, shall be indexed and searchable within 60 seconds of upload.			
A.2.15	Voice Search Readiness	The search API endpoint shall be designed to accept voice-transcribed text input from Phase 2 kiosk hardware with no architectural changes required in Phase 2.			
A.2.16	Search Analytics Dashboard	A Search Analytics Dashboard shall be delivered displaying: top queries by volume, zero-hit reports, average click rank, search-to-document engagement rates, and trending search terms by period.			

1.3 AI Content Auto-Tagging & Classification Module

The bidder shall develop and deploy a machine learning classification engine that automatically analyses, classifies and tags every document uploaded to or migrated into the KMS across four tag dimensions simultaneously, while maintaining human oversight and quality control.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Classification Model & Training					
A.3.1	Multi-Label Classification Model	A multi-label text classification model shall be developed capable of simultaneously assigning multiple tags across subject domain, geographic, document type and priority taxonomies in a single inference pass.			
A.3.2	Training Dataset Requirement	The bidder shall define, document and agree with REREC's IEC team a minimum training dataset requirement (recommended: minimum 500 labelled examples per primary category) before model training commences.			
A.3.3	Transfer Learning for Data-Sparse Categories	Where sufficient REREC training data is unavailable, the model shall use transfer learning from a pre-trained open-source language model (e.g. mBERT, XLM-RoBERTa or equivalent) fine-tuned on REREC-domain text.			
A.3.4	Data Sovereignty	All model training, inference and storage shall occur entirely on REREC-controlled infrastructure. No documents or document embeddings shall be transmitted to external model APIs.			
A.3.5	Model Documentation	Full model documentation shall be delivered including: training data description, model architecture, hyperparameters, evaluation methodology, performance metrics (precision, recall, F1-score per class) and a model card.			
Auto-Tagging Capabilities — Four Dimensions					
A.3.6	Subject Domain Tagging	Automatic classification across subject domains: Solar PV, Mini-Grid & Off-Grid, Battery Energy Storage, Smart Metering, Electric Mobility, Rural			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		Electrification, Environment & Safeguards, Community Engagement, Policy & Regulation, Finance & Procurement, Institutional & Governance, Research & Publications.			
A.3.7	Geographic Scope Tagging	Automatic geographic classification at National, Regional (REREC operational zone), County (all 47 counties) and Sub-county levels using Named Entity Recognition (NER) for place names within document text.			
A.3.8	Document Type Classification	Automatic classification into document types: Technical Report, Policy Document, Project Proposal, Tender Document, Press Release, Training Material, Research Paper, Meeting Minutes, Correspondence, Financial Statement, Legal Document, Media & Photography.			
A.3.9	Language Detection	Automatic language identification: English, Swahili, Bilingual.			
A.3.10	Confidence Threshold Logic	A minimum confidence threshold (configurable, default: 0.65) shall be applied - tags above threshold auto-applied; tags in 0.45–0.65 range suggested but requiring human consideration; below 0.45 flagged for review.			
A.3.11	Bulk Retrospective Re-Tagging	Administrators shall be able to trigger re-classification of any subset of the document library using an updated model version, with results presented for review before bulk application.			
Human Oversight, Governance & Performance					
A.3.12	Tag Review Queue	A Tag Review Queue shall be provided in the IEC administrator interface displaying all low-confidence flagged documents with one-click approve, reject or reassign actions.			
A.3.13	Continuous Learning Pipeline	All human tag corrections shall be captured as labelled training data, automatically queued for the next model retraining cycle. Retraining shall occur			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		quarterly or upon 200 new labelled examples, whichever is first.			
A.3.14	Tag Governance Panel	An authorised IEC administrator panel shall be provided to: add new tag values, retire obsolete tags with bulk reassignment, merge duplicate tags, and view tag usage statistics.			
A.3.15	Classification Precision Target	Minimum 0.80 macro-averaged precision across all tag dimensions at go-live.			
A.3.16	Classification Recall Target	Minimum 0.75 macro-averaged recall across all tag dimensions at go-live.			
A.3.17	Inference Latency	Tag generation shall complete within 10 seconds of document upload for documents up to 50 pages.			

1.4 AI Chatbot - REREC Virtual Knowledge Assistant

The bidder shall develop and deploy a production-grade, privacy-preserving conversational AI assistant embedded within the KMS interface. The assistant shall use Retrieval-Augmented Generation (RAG) to ground all responses in verified REREC documents, eliminating hallucination and ensuring accuracy. All AI processing must remain on REREC-controlled infrastructure with zero data transmitted to external cloud APIs.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Architecture & Technology Stack					
A.4.1	RAG Architecture (Mandatory)	A Retrieval-Augmented Generation (RAG) architecture shall be implemented: user queries retrieve the most relevant documents and passages from the KMS vector store; retrieved context is passed to the language model as grounding material before response generation. Pure LLM parametric responses without retrieval grounding are not acceptable.			
A.4.2	On-Premise LLM Deployment	An open-source Large Language Model (e.g. Llama 3, Mistral 7B, Phi-3 or equivalent) shall be deployed on			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		REREC-controlled inference infrastructure. The bidder shall document the selected model, its licensing terms, and performance benchmarks in the KMS Architecture Design Document.			
A.4.3	Data Sovereignty (100% On-Premise)	100% of conversational data, the LLM inference layer, vector database and retrieval engine shall reside on REREC-controlled servers. Zero conversational data shall be transmitted to cloud AI APIs (including OpenAI, Anthropic, Google Gemini, Azure OpenAI) under any circumstances.			
A.4.4	Conversation Context Window	A minimum 8,000 token context window shall be implemented, enabling multi-turn conversations maintaining coherent context across at least ten (10) exchanges without losing earlier context.			
A.4.5	Source Citation	Every chatbot response shall cite the specific REREC document(s) and page/section used to generate the answer, with a clickable link to the source document in the KMS. Unsourced responses shall be explicitly flagged.			
Functional Capabilities					
A.4.6	REREC Knowledge Q&A	The chatbot shall answer natural language questions about REREC projects (by name, code, county, technology, status), staff contacts, organisational policies, procurement and tender history, renewable energy technical topics within REREC's domain, and meeting minutes, reports and publications.			
A.4.7	Document Retrieval Commands	Users shall be able to issue document retrieval commands (e.g. 'find all reports on solar projects in Marsabit from 2022') and receive a structured results list.			
A.4.8	Bilingual Operation	The chatbot shall operate fully in both English and Swahili, detecting the user's input language automatically and			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		responding in the same language. Mixed-language queries (code-switching) shall be handled gracefully.			
A.4.9	Graceful Fallback	When the chatbot cannot find a reliable answer, it shall clearly state so, explain why, and offer to escalate to a human staff member or suggest related topics. If unresolved within two (2) conversational turns, the chatbot shall offer to log a support ticket with 4-hour human response SLA.			
Administration & Performance Specifications					
A.4.10	Administrator Dashboard	A chatbot Administrator Dashboard shall be provided displaying: total conversations per period, most frequent query topics, escalation rate, average query resolution turns, user satisfaction ratings, and low-confidence response flagging.			
A.4.11	Response Review Queue	Responses flagged by users as incorrect shall be queued for IEC administrator review, correction and addition to the RAG knowledge base.			
A.4.12	Conversation Log Storage	Full, searchable conversation logs shall be stored on REREC infrastructure, retained in accordance with the Kenya Data Protection Act, 2019, and accessible only to authorised IEC administrators.			
A.4.13	Response Accuracy Target	Minimum 85% correct and sourced responses on the REREC domain test set at go-live, evaluated by the IEC team.			
A.4.14	Response Latency	First token within 3 seconds; complete response within 15 seconds for 95% of queries.			
A.4.15	Concurrent Users	The chatbot shall support minimum 50 simultaneous conversations without degradation.			
A.4.16	Availability	24 hours/day, 7 days/week; planned maintenance windows communicated 48 hours in advance.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.4.17	Escalation SLA	Human escalation notification within 15 minutes of trigger; human response SLA: 4 business hours.			

1.5 KMS Functional Modules

Five (5) functional modules shall be designed, developed and deployed as fully integrated components of the KMS platform. Each module must be independently accessible yet share a common data layer, authentication system and search index with the core KMS.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Module A: Knowledge Base & Research Repository					
A.5.1	Hierarchical Category Tree	Content shall be organised in a hierarchical category tree aligned to REREC's programme structure: Rural Electrification, Solar PV, Mini-Grid & Off-Grid, Battery Storage, Smart Metering, Electric Mobility, Environment & Safeguards, Policy & Research, Corporate. Categories must be manageable by IEC administrators without developer involvement.			
A.5.2	Document Versioning	Full versioning with revision history, author attribution per version, diff comparison, and one-click restoration to any prior version. Version notes required on each new version submission.			
A.5.3	Peer Review Workflow	A peer review workflow for research and policy documents shall be implemented: Author>Technical Reviewer>Editorial Review>Director Approval>Published. Workflow stages and assignees configurable per content category.			
A.5.4	Knowledge Base Search	Full-text search within the Knowledge Base with category-scoped search, date-range filtering and document type filtering. Results shall display citation-			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		ready metadata (author, title, publication date, REREC document code).			
A.5.5	Export & Citation	Export in PDF and print-ready formats shall be supported; citation export in APA, Harvard and plain text formats for REREC research publications.			
A.5.6	Related Documents & Analytics	A 'Related Documents' panel using AI search vector similarity shall be implemented. Document view counts, download counts and citation counts shall be tracked and displayed. 'Most Accessed' and 'Recently Published' panels shall appear on the Knowledge Base homepage.			
Module B: Collaboration & Workspace Management					
A.5.7	Project Workspaces	Workspace creation for projects, campaigns and cross-directorate initiatives shall be provided. Workspaces shall include: shared document library, task board, activity feed, member directory and discussion threads.			
A.5.8	Real-Time Collaborative Editing	Real-time collaborative document editing for DOCX, XLSX, PPTX (via LibreOffice Online or OnlyOffice) shall be implemented with simultaneous multi-user editing, user presence indicators, and conflict resolution using operational transformation.			
A.5.9	Task Management	A task management system within each workspace shall be provided: tasks with title, description, assignee, due date, priority and status. @mention notifications via email when a user is mentioned or assigned a task.			
A.5.10	Document Locking	Document locking shall be implemented to prevent conflicting simultaneous edits. Lock timeout shall be configurable (default: 30 minutes of inactivity releases lock).			
A.5.11	Guest Access	External collaborators (consultants, partner organisations) shall be grantable time-limited workspace access with view-only or comment-only			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		permissions, without requiring full KMS accounts.			
Module C: AI-Adaptive E-Learning & Training Content Module					
A.5.12	SCORM & xAPI Compliance	The LMS shall comply with SCORM 2004 and xAPI (Tin Can) standards, enabling import of externally authored courses and export of learner completion data to third-party HR or reporting systems.			
A.5.13	Integrated Course Authoring	An integrated course authoring environment shall be provided enabling IEC staff to create, structure and publish e-learning courses without external software. Features: text content blocks, embedded video, image galleries, knowledge-check quizzes, interactive scenarios and downloadable resources.			
A.5.14	AI-Adaptive Learning Paths	AI-adaptive learning paths shall be implemented: the system profiles each learner based on role (IEC Staff, ICT Administrator, Regional Coordinator, Senior Management), prior assessment performance and completed courses, and surfaces recommended next learning modules in priority order.			
A.5.15	Quiz Engine	A quiz engine shall be provided supporting: multiple-choice, true/false, matching, short answer and scenario-based question types. Configurable: passing score threshold, number of attempts, randomised question order, timed assessments and question pooling.			
A.5.16	Completion Certificates	Completion certificates shall be issued for all courses with a defined assessment threshold, displaying: learner name, course title, completion date, score and REREC corporate branding. Certificates downloadable as PDF.			
A.5.17	Learning Analytics Dashboard	A Learning Analytics Dashboard for IEC and HR administrators shall be delivered: course completion rates by directorate, average scores, time-to-completion, learner engagement trends, course effectiveness ratings and overdue training alerts per staff member.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.5.18	Offline Learning	Offline learning capability shall be supported for IEC Resource Centres with intermittent connectivity: course content downloadable for offline completion, with progress synced to the central LMS upon reconnection.			
Module D: Publication Approval & Content Workflow Module					
A.5.19	Visual Workflow Builder	A visual workflow builder shall be provided enabling IEC administrators to configure approval chains for different content types without developer involvement. Parameters: stage name, assignee role/user, action required, SLA (hours), escalation rule if SLA is breached.			
A.5.20	Pre-Configured Workflow Templates	A minimum four (4) pre-configured workflow templates shall be delivered: (i) Internal Report >Technical Review >Director Approval >Archived; (ii) Press Release> Communications Review>CEO Approval>Published; (iii) Research Publication>Peer Review> Editorial Review >IEC Director Approval>Published; (iv) Tender Notice >Legal Review>Procurement Approval >Published.			
A.5.21	SLA Compliance Tracking	SLA compliance at each workflow stage shall be tracked: if an approver has not acted within the configured SLA period, the system shall send an escalation notification to the approver's line manager and record the SLA breach in the workflow audit trail.			
A.5.22	Rejection & Resubmission	On rejection at any stage, the workflow shall route the document back to the submitting author with mandatory rejection comments, recording reason, reviewer identity and timestamp. The author can revise and resubmit from the rejection stage.			
A.5.23	Version Locking on Approval	Once a document reaches 'Approved' status, the approved version shall be locked. Any subsequent changes require			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		creation of a new version and re-entry into the workflow.			
Module E: AI Model Optimisation Cycle (Post-Deployment)					
A.5.24	Post-Go-Live Data Collection	Within six (6) weeks of go-live, the bidder shall collect user feedback data across: search query logs and zero-hit queries, chatbot conversation logs and satisfaction ratings, auto-tagging correction data, and e-learning adaptive path completion and dropout patterns.			
A.5.25	AI Performance Evaluation	Model performance evaluation for each AI component shall be conducted using collected data against the baselines established at go-live. Findings shall be documented in an AI Performance Report submitted to REREC's ICT Director.			
A.5.26	Optimisation Iteration	At least one (1) optimisation iteration per AI model (search ranking, auto-tagging, chatbot retrieval pipeline) shall be implemented, based on evaluation findings and targeting measurable improvement against go-live performance baselines.			
A.5.27	AI Optimisation Completion Report	An AI Optimisation Completion Report shall be delivered documenting: models evaluated, changes implemented, performance improvement metrics, residual limitations and recommended Phase 2 AI development priorities.			

1.6 Technical Infrastructure Requirements

Hardware (on-premise application server, database server, storage infrastructure, network equipment, UPS, rack and data centre space) is REREC's responsibility. The bidder shall provide hardware specifications within two (2) weeks of contract commencement. The Supplier is responsible for all software installation, configuration and system integration on REREC-supplied infrastructure.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Operating System & Database					

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.6.1	Operating System	Linux-based OS (Ubuntu Server LTS 22.04 or equivalent enterprise Linux distribution). The Supplier shall document the recommended OS version, required system packages and configuration parameters in the Architecture Design Document.			
A.6.2	Database	PostgreSQL 15 or above (preferred). If an alternative open-source RDBMS is proposed (e.g. MariaDB), the Supplier must provide technical justification. Proprietary database licensing (Oracle, Microsoft SQL Server) is not acceptable without written justification and REREC prior approval.			
A.6.3	Search Index	Apache Solr 9.x or Elasticsearch 8.x (or OpenSearch equivalent). Index sharding and replication strategy to be documented in the Architecture Design Document.			
A.6.4	Application Runtime	Python 3.11+ and/or Java 17+ (LTS) as appropriate to the selected framework. Node.js 20 LTS for any JavaScript-based front-end or API components.			
Containerisation, Deployment & Security					
A.6.5	Docker Containerisation	All application components shall be containerised using Docker. Production deployment shall use Docker Compose (single-node) or Kubernetes (multi-node), with environment-specific configuration via environment variables and Kubernetes ConfigMaps/Secrets.			
A.6.6	Infrastructure-as-Code (IaC)	IaC scripts (Ansible playbooks or equivalent) shall be provided for automated, repeatable deployment to new environments. Scripts shall be version-controlled and delivered as part of the source code handover.			
A.6.7	Load Balancing	A load balancing layer (NGINX or HAProxy) shall be implemented for the application tier, distributing traffic across application instances and providing SSL termination.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
A.6.8	Multi-Site Replication	Multi-site replication across four (4) nodes (REREC HQ as primary, Kisumu, Mweiga and Mariakani IEC Centres) shall be implemented in a hub-and-spoke topology. Near-real-time replication (maximum 5-minute lag under normal conditions) for metadata and search index updates. Architecture must be documented for Phase 2 extension to nine (9) kiosk nodes.			
A.6.9	TLS & Encryption	All inter-service and client-to-server communication shall use TLS 1.2 minimum (TLS 1.3 preferred). All data at rest — database records, stored files and search index data — shall be encrypted using AES-256.			
A.6.10	Web Application Firewall (WAF)	An application-level WAF configuration (via NGINX ModSecurity or equivalent) shall be implemented protecting against OWASP Top 10 vulnerabilities including SQL injection, XSS, CSRF and path traversal attacks.			
Monitoring, Logging & Architecture Documentation					
A.6.11	Monitoring Stack	An open-source monitoring stack (Prometheus for metrics, Grafana for dashboards and alerting or equivalent) shall be deployed. Pre-configured dashboards shall cover: CPU/memory/disk utilisation per node, application request and error rates, database query performance, search index health, replication lag and AI inference latency.			
A.6.12	Centralised Log Aggregation	Centralised log aggregation (ELK stack or Loki/Grafana equivalent) capturing application, system, access, audit and error logs across all four nodes in a single searchable interface shall be deployed.			
A.6.13	Critical Alerting	Alerting shall be configured for: server disk above 85% capacity, application error rate above 1% per 5-minute window, any node offline for more			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		than 5 minutes, replication lag above 30 minutes, and SSL certificate expiry within 14 days.			
A.6.14	RPO/RTO Definition	Recovery Point Objective (RPO) \leq 1 hour and Recovery Time Objective (RTO) \leq 4 hours shall be defined and documented. A manual backup and restoration procedure aligned to these targets shall be implemented.			
A.6.15	Architecture Design Document	KMS Architecture Design Document shall be delivered including: system architecture diagram, technology stack, data flow diagrams, API specifications, security architecture, database schema and deployment topology. To be approved by REREC's TWG before M3 milestone payment.			
A.6.16	Infrastructure Specification Document	An Infrastructure Specification Document shall be delivered covering: hardware specifications for client procurement, OS/DB configuration guide, network topology, firewall rules, certificate management procedure.			
A.6.17	Operations Runbook	An Operations Runbook shall be delivered with step-by-step procedures for: starting/stopping services, adding new users, adding a new node, backup execution and restoration, certificate renewal, and model retraining trigger.			
A.6.18	Phase 2 Extension Blueprint	A documented Phase 2 Extension Blueprint shall be delivered covering architectural provisions for adding DMS, DAM, ERP integration, disaster recovery infrastructure and nine (9) kiosk nodes without re-engineering the Phase 1 platform.			

2 Workstream B - Museum Experience ("REREC Through the Ages")

SCOPE - DESIGN & ARCHITECTURE ONLY: Sections 3.2.1 through 3.2.6 define the DESIGN AND ARCHITECTURAL deliverables for the museum experience in this phase. Full software development, screen deployment and public launch activities shall be addressed in subsequent phases. , executed using the blueprints, technical specifications and approved designs produced here.

2.1 Museum Concept & Experience Design

The bidder shall develop the full conceptual design and institutional narrative framework for the "REREC Through the Ages" museum experience. All conceptual design outputs shall be presented to and formally approved by the REREC IEC Directorate and Corporate Communications team before any software design work commences.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Conceptual & Narrative Design Deliverables					
B.1.1	Thematic Framework Document	A thematic framework document shall be delivered defining the narrative arc, key historical chapters, technology milestones and future vision sections of the experience.			
B.1.2	Institutional Storytelling Strategy	An institutional storytelling strategy shall be developed positioning REREC's evolution from rural electrification to renewable energy leadership in an engaging, accessible narrative.			
B.1.3	Content Taxonomy & Information Architecture	A content taxonomy and information architecture covering all experience sections shall be delivered: timeline, technology journey, project map, impact dashboard, gallery and future vision.			
B.1.4	Brand Alignment Guide	A brand alignment guide shall be delivered ensuring the museum experience is visually and tonally consistent with REREC's corporate identity, values and public communications standards.			
B.1.5	Visitor Experience Architecture	Audience journey definitions for four (4) visitor profiles shall be developed: general public, students/youth, technical/professional visitors and senior policymakers. A visitor experience architecture document shall cover all three (3) IEC Resource Centres and nine			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		(9) Phase 2 kiosks within a single, coherent design framework.			
3.2.2 - Hardware Specification & Display Architecture					
B.2.1	Display Hardware Specifications	Technical specifications for six (6) x 55-inch commercial-grade multi-touch displays (two per IEC Resource Centre) shall be delivered: minimum brightness (400 nits), anti-glare treatment, commercial duty rating (minimum 16 hours/day), enclosure requirements and compute unit specifications.			
B.2.2	Kiosk Hardware Specifications	Technical specifications for nine (9) public standalone Phase 2 kiosk units shall be delivered: housing dimensions, touchscreen specifications, weatherproofing requirements and power supply standards.			
B.2.3	Hardware Procurement Advisory Package	A hardware procurement advisory package shall be delivered including: recommended technical standards, procurement specifications for REREC's tendering team, indicative unit cost ranges, and a recommended procurement schedule aligned to the Phase 2 software deployment timeline.			
B.2.4	Installation & Connectivity Requirements	A physical installation and network connectivity requirements document for each IEC Resource Centre shall be delivered to inform Phase 2 civil and ICT infrastructure planning.			
3.2.3 - Museum Software Architecture & Technical Blueprint					
B.3.1	Software Architecture Document	A full software architecture document shall be delivered: module breakdown, technology stack selection, data models, system components and their interactions.			
B.3.2	API Design Specifications	API design specifications shall be produced for: REREC KMS integration, real-time data feeds (impact dashboard, project map), content management system and the AI tour engine.			
B.3.3	High-Fidelity UI/UX Wireframes	High-fidelity UI/UX wireframes and screen-by-screen interaction designs shall be produced for all six (6) experience			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		sections: timeline, technology journey, project map, impact dashboard, gallery and future vision.			
B.3.4	Interactive Data Visualisation Designs	Interactive data visualisation designs and prototypes shall be produced for the impact dashboard and technology evolution sections, and approved by the IEC Directorate.			
B.3.5	Proof-of-Concept Prototype	A proof-of-concept interactive prototype on one (1) screen shall be delivered demonstrating the museum UX concept, AI tour interaction model and data visualisation approach. This PoC is a design validation and board sign-off tool - not a production deployment.			
B.3.6	Scalability & Extension Architecture	A scalability and extension architecture document shall be delivered conbidding how Phase 2 kiosks will connect to and receive content from the same platform without re-engineering.			

3.2.4 - AI Tour Engine Architecture & Specification

B.4.1	AI Model Selection & Justification	An AI model selection document shall be produced covering: recommended NLP/LLM framework, dialogue management approach, multilingual architecture (English and Swahili), and data sovereignty design ensuring all AI processing remains within REREC-controlled infrastructure.			
B.4.2	Virtual Ambassador Persona Definition	A persona definition document for the virtual REREC Ambassador shall be produced: character, voice, tone, visual design brief and brand alignment with REREC's institutional identity.			
B.4.3	Dialogue Architecture	A dialogue architecture document shall be produced covering: conversation flows, tour pathway scripts for four (4) audience profiles (general public, student, technical/professional, quick overview), fallback handling and escalation protocols.			
B.4.4	Voice Interaction Framework	A voice interaction framework specification shall be produced covering: speech recognition specifications, text-to-			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		speech requirements, wake-word design and ambient noise management approach.			
B.4.5	KMS Knowledge Base Integration Specification	A knowledge base integration specification shall be produced documenting how the AI ambassador will draw on the REREC KMS and project database to answer visitor questions accurately.			
B.4.6	Reuse & Compatibility Specification	A reuse and compatibility specification shall conbidder that the AI tour engine architecture designed in Phase 1 will serve all three (3) IEC centre screens and all nine (9) Phase 2 kiosks from the same core engine without redesign.			
3.2.5 Content Strategy					
B.5.1	Content Delivery Specification	A Content Delivery Specification shall be produced defining: all required content formats, file specifications, resolution requirements, metadata standards and delivery timelines for each section of the museum experience.			
3.2.6 Storyboards					
B.6.1	Section-by-Section Storyboards	Section-by-section storyboards for all six (6) experience sections shall be produced, providing REREC's IEC team with a clear content collection roadmap and visual reference for each screen.			
B.6.2	Content Gap Analysis	A content gap analysis shall be delivered identifying any archival records, photography or data that REREC may need to commission or source before Phase 2 content integration begins.			
3.2.7 CMS Architecture					
B.7.1	Central CMS Architecture	System architecture shall be designed for a centralised content management platform enabling REREC HQ to push content updates to all three (3) IEC centre screens and nine (9) Phase 2 kiosk nodes simultaneously. Architecture shall include: functional specifications, integration specifications with the Phase 1 KMS and AI tour engine, and a role-based access design for REREC's IEC			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		content editors, ICT administrators and HQ content managers.			

3 Workstream C - Training & Change Management

The bidder's obligation is not fulfilled at technical go-live. Successful technology adoption — the point at which REREC staff independently and consistently use the KMS as their primary knowledge resource — is the true measure of Phase 1 success. This workstream ensures the human, organisational and procedural conditions for adoption are systematically built throughout the six-month engagement.

3.1 Change Management Programme

The bidder shall develop and implement a structured change management programme, commencing in Week 1 of the contract and sustained through the hypercare period. The programme shall address both the KMS platform and museum UX design changes.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Stakeholder Analysis & Engagement					
C.1.1	Stakeholder Mapping & Register	A stakeholder mapping exercise shall be conducted within the first two (2) weeks of the contract, identifying: all affected staff by role and directorate, levels of influence and interest, anticipated adoption barriers, and key champions and potential resisters. Results documented in a Stakeholder Register shared with REREC's Project Coordinator.			
C.1.2	Communications Plan	A Communications Plan covering the full six months shall be developed, including: pre-launch awareness communications, go-live announcement, post-go-live adoption nudges and milestone achievement announcements. Subject to IEC Directorate approval.			
C.1.3	Executive Briefing Session	An Executive Briefing Session for REREC's Senior Management shall be facilitated within the first four (4) weeks, covering: programme rationale, Phase 1 and Phase 2 scope, AI capabilities, expected staff impacts, and the museum experience vision. Session to include a live demonstration of the KMS prototype environment.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
C.1.4	Innovation Champions	A minimum of six (6) Innovation Champions shall be designated and formally onboarded - two (2) per IEC Resource Centre - drawn from IEC staff. Champions receive advanced training and act as first-line peer support and adoption advocates. Champion role descriptions, time commitment and recognition mechanisms to be documented and agreed with the IEC Director.			
Resistance Management & Adoption Strategy					
C.1.5	Adoption Barrier Mitigation	The top five (5) anticipated adoption barriers at REREC shall be identified and documented, with targeted mitigation strategies for each, incorporated into the training and communications plan.			
C.1.6	In-System Feedback Mechanism	A feedback mechanism shall be implemented - accessible from within the KMS interface — allowing any user to report a problem, suggest an improvement or ask a question. Feedback routed to Innovation Champions and the bidder's project team. Weekly feedback digest shared with REREC's Project Coordinator during the hypercare period.			
C.1.7	90-Day Post-Go-Live Adoption Plan	A 90-Day Post-Go-Live Adoption Plan shall be developed documenting: planned activities to sustain engagement after the hypercare period ends, KPIs for measuring adoption (weekly active users, documents uploaded per week, search queries per day), and a handover plan for REREC's IEC team to own the adoption programme independently from Month 7 onwards.			

3.2 Training Programme

The bidder shall design and deliver a comprehensive, role-differentiated training programme. Training shall be practical, hands-on and conducted in the production KMS environment. All training materials shall be authored

in the KMS E-Learning module itself, serving as both a training delivery platform and a permanent self-service reference resource after handover.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Training Environment & Delivery Standards					
C.2.1	Dedicated Training Environment (Sandbox)	A dedicated Training Environment (sandbox) mirroring the production KMS shall be established, populated with realistic but anonymised REREC-themed test content. Trainees shall be able to upload, edit, search, approve and delete content in the sandbox without affecting production data. Training environment shall remain operational for a minimum of three (3) months post go-live.			
C.2.2	In-Person Training at All Centres	All face-to-face training sessions shall be conducted at REREC Headquarters (for HQ staff) and at each of the three (3) IEC Resource Centres (for regional staff), with a minimum of one (1) in-person visit per centre. Remote supplementary sessions are permitted but cannot replace the in-person component.			
C.2.3	Class Size Limits	Maximum class size: twenty (20) participants per IEC Staff training session. ICT Administrator and Senior Management sessions: maximum ten (10) participants.			
C.2.4	Formal Assessment of All Sessions	All training sessions shall be formally assessed: pre-training knowledge check, hands-on practical exercise assessed during the session, and post-training assessment. Minimum passing score for practical assessment: 70%. Participants who do not pass shall receive remedial coaching from the Innovation Champion.			
C.2.5	Bilingual Training Materials	All training materials shall be developed and delivered in both English and Swahili, including: slide decks, step-by-step user guides (PDF and KMS E-Learning format), quick reference cards (one-page laminated cards per role), and video walkthroughs of key workflows			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		uploaded to the KMS E-Learning module.			
IEC Staff Training — All Three Centres (Target: All IEC Staff)					
C.2.6	Module 1 - KMS Fundamentals	Minimum three (3) full-day sessions per centre (total 9 centre-days). Day 1 shall cover: logging in and navigation; browsing and understanding the taxonomy; AI search (keyword, natural language, filter-based); understanding search results; downloading, printing and sharing documents; personal profile and notification settings.			
C.2.7	Module 2 - Content Management	Day 2 shall cover: uploading documents (single and bulk); completing metadata fields and understanding the auto-tagging system; reviewing and correcting AI-generated tags; submitting documents into the publication approval workflow; co-authoring documents in collaborative workspaces; version management and document revision.			
C.2.8	Module 3 - AI Tools & Digital Workflows	Day 3 shall cover: using the REREC Virtual Knowledge Assistant (chatbot); using the E-Learning module to access and complete training courses; monitoring tasks in the Collaboration workspace; understanding approval workflows as a reviewer and an approver; accessing the museum content management interface (overview).			
ICT Administrator Training					
C.2.9	Module 1 - System Administration	Minimum two (2) full-day technical workshops at REREC HQ. Day 1 shall cover: user and role management; taxonomy and metadata schema administration; workflow configuration and modification; system-level notification settings; audit log access and export; backup execution procedure (manual); monitoring dashboard interpretation.			
C.2.10	Module 2 - AI & Infrastructure Operations	Day 2 shall cover: AI chatbot knowledge base management (adding documents to retrieval corpus, reviewing flagged responses, triggering			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		knowledge base refresh); auto-tagging model performance monitoring and correction queue management; search index health checks and reindexing; multi-site synchronisation health monitoring and resync; certificate management and renewal; log review and common incident diagnosis.			
Senior Management Orientation					
C.2.11	Senior Management Half-Day Workshop	One (1) half-day workshop shall be delivered at REREC HQ within Weeks 15–17 for IEC Directors, ICT Director and Senior Leadership. Agenda: programme achievements overview; live demonstration of the KMS, AI Search, Chatbot and Museum UX PoC; AI capabilities explained for non-technical leaders; governance framework for the KMS; Phase 2 and Phase 3 preview; adoption metrics and KPI framework; Q&A.			

3.3 Standard Operating Procedures (SOPs)

The bidder shall develop a comprehensive SOP Library covering all KMS operations, approved by the IEC Directorate and published within the KMS Knowledge Base before the M4 milestone payment is released. SOPs shall be written in plain language, with step-by-step instructions and annotated screenshots, in both English and Swahili.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Required SOPs -To be Delivered Before M4 Milestone					
C.3.1	SOP-001: User Onboarding & Account Management	Creating users, assigning roles, onboarding checklist, offboarding procedure.			
C.3.2	SOP-002: Document Upload & Metadata Entry	Upload procedure, metadata completion guide, auto-tagging review, taxonomy selection guidance with REREC-specific examples.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
C.3.3	SOP-003: Content Review & Publication Workflow	Step-by-step guide for each workflow stage (author, reviewer, approver, director), SLA expectations, rejection and resubmission procedure.			
C.3.4	SOP-004: AI Chatbot Administration	Knowledge base refresh procedure, response quality review, escalation protocol, flagging incorrect responses, conversation log access.			
C.3.5	SOP-005: Auto-Tagging Review & Tag Governance	Reviewing low-confidence tag queue, approving/correcting tags, adding new taxonomy terms, requesting model retraining.			
C.3.6	SOP-006: Search Analytics Review	Accessing the search analytics dashboard, interpreting zero-hit reports, updating the synonym registry, reviewing trending queries.			
C.3.7	SOP-007: Collaborative Workspace Management	Creating workspaces, managing members, co-authoring documents, managing tasks, archiving completed workspaces.			
C.3.8	SOP-008: E-Learning Course Management	Creating and publishing courses, managing enrolments, reviewing learner progress, issuing certificates, updating course content.			
C.3.9	SOP-009: System Monitoring & Routine Health Checks	Daily, weekly and monthly monitoring checklist, interpreting the monitoring dashboard, common alerts and first-response actions.			
C.3.10	SOP-010: Backup Execution & Restoration	Manual backup procedure, verification steps, restoration procedure, post-restoration testing checklist.			
C.3.11	SOP-011: Multi-Site Synchronisation Management	Monitoring replication health, identifying sync errors, triggering manual resync, escalation when automated sync fails.			
C.3.12	SOP-012: Incident Management & Escalation	Incident classification (P1/P2/P3/P4), first-response actions per severity, internal escalation matrix, escalation to supplier during hypercare, communication to affected users.			

3.4 Post-Go-Live Hypercare & Stabilisation Support

The bidder shall provide a structured, minimum three (3) month hypercare period commencing from the date of KMS production go-live (Milestone M3 acceptance). The hypercare period is an active, managed stabilisation and adoption acceleration phase — not passive monitoring.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Hypercare Delivery Requirements					
C.4.1	Named Hypercare Lead	A named Hypercare Lead from the bidder's team shall be assigned, serving as REREC's single point of contact for all technical issues, adoption support and enhancement requests during the hypercare period.			
C.4.2	Dedicated On-Site Support Presence	Dedicated on-site support at REREC Headquarters shall be provided for a minimum of two (2) days per week during Weeks 15-20. From Week 21 onwards: remote-first support with scheduled on-site visits (minimum one visit per fortnight).			
C.4.3	Support Ticketing System & SLAs	A dedicated support ticketing system (REREC-accessible) shall be operated for logging, tracking and resolving hypercare issues. SLAs: P1 (system down/data loss risk) - 2-hour response, 4-hour resolution target; P2 (major feature impaired) - 4-hour response, 8-hour resolution target; P3 (minor issue/workaround available) - next business day response; P4 (enhancement request) - tracked for assessment.			
C.4.4	Weekly Hypercare Report	A Weekly Hypercare Report shall be submitted to REREC's Project Coordinator and IEC Director covering: open tickets by severity, closed tickets (with resolution summary), adoption metrics (active users, documents uploaded, search queries, chatbot interactions), top issues encountered, and actions planned for the following week.			
C.4.5	Mid-Hypercare Review Session	A mid-hypercare review session shall be conducted at the six (6) week mark (approximately Week 21) with REREC's Project Steering Committee, presenting: adoption metrics against 90-Day Adoption Plan KPIs, residual technical issues and resolution timeline, user feedback themes, and AI performance optimisation cycle status.			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
C.4.6	In-Scope Activities During Hypercare	In scope during hypercare: bug fixes, configuration adjustments, user account management support, training refreshers for new staff, SOP updates, minor UI improvements, and search/chatbot/tagging optimisation. Out of scope: new features, integration with Phase 2 systems, or changes requiring significant development effort.			

4 Workstream D - Project Management, Architecture & Documentation

The bidder shall establish and maintain a dedicated, professional Project Management Unit (PMU) for the full six-month duration of the contract. The PMU is the engine of delivery: responsible not only for tracking tasks but for proactively managing risk, maintaining alignment between REREC's expectations and the bidder's outputs, and ensuring every deliverable is of professional, institutional-grade quality.

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
Project Management Unit (PMU) Composition					
D.1.1	Certified Project Manager	The PMU shall be led by a certified Project Manager (PMP or PRINCE2 Practitioner — certification evidence mandatory) with a minimum of ten (10) years' experience managing enterprise software delivery projects. The Project Manager is the bidder's primary accountability holder and REREC's primary point of contact.			
D.1.2	Dedicated PM Role	The bidder's Project Manager shall not simultaneously serve in a technical delivery role (e.g. architect or developer) during the contract. Project management and technical delivery must be separate responsibilities covered by named, dedicated individuals.			
D.1.3	Joint PMU with REREC Coordinator	The PMU shall include a REREC-side Project Coordinator (designated by REREC's IEC Directorate) who co-manages the PMU alongside the bidder's Project Manager. The joint PMU meets bi-weekly and maintains a shared collaboration workspace within the KMS.			
Project Execution Plan (PEP)					
D.1.4	PEP Submission Deadline	A comprehensive Project Execution Plan shall be submitted within ten (10) working days of contract commencement. The PEP, once approved by REREC's TWG, becomes the contractual baseline for project delivery.			
D.1.5	Work Breakdown Structure (WBS)	The PEP shall include a detailed WBS decomposing all deliverables to			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		individual task level, with responsible team member, estimated effort (person-days), dependencies and logical sequencing.			
D.1.6	Master Gantt Chart	The PEP shall include a master Gantt chart showing all tasks, milestones, dependencies and the critical path, spanning the full 26-week (6-month) delivery period. Submitted in both editable (MS Project or equivalent) and PDF formats.			
D.1.7	Resource Plan	The PEP shall include a Resource Plan identifying all team members by name and role, their allocation per workstream (percentage of time), planned start and end dates, and planned onsite versus remote working schedule.			
D.1.8	Risk Register	The PEP shall include a Risk Register with minimum fifteen (15) identified risks, each with: risk description, probability, impact, risk rating, mitigation strategy, contingency plan and risk owner. The Risk Register shall be reviewed and updated monthly.			
D.1.9	Stakeholder Communication Matrix	The PEP shall include a Stakeholder Communication Matrix defining: stakeholder group, communication type, frequency, format, responsible party and distribution list.			
D.1.10	Quality Assurance Plan	The PEP shall include a Quality Assurance Plan defining: quality standards for each deliverable category, review and sign-off process, defect classification, acceptance criteria per milestone, and testing strategy summary.			
D.1.11	Change Control Procedure	The PEP shall include a Change Control Procedure documenting how changes to scope, timeline or budget are requested, assessed, approved or rejected and communicated. All approved changes shall be recorded			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		in a Change Log maintained by the PMU.			
Reporting & Governance					
D.1.12	Monthly Progress Report	A written Monthly Progress Report shall be submitted to REREC's IEC Director and ICT Director on the last working day of each calendar month. Report template to be agreed in Week 1. Report shall cover: progress against PEP baseline (RAG status per workstream), milestone status, issues log, risk register update, decisions required from REREC, resource utilisation and financial summary, and planned activities for the following month.			
D.1.13	Project Steering Committee Attendance	The bidder's Project Manager shall attend and present at all PSC meetings (convening monthly and at each milestone completion point), presenting: milestone completion evidence, demonstration of completed features, updated risk register and next milestone plan.			
D.1.14	Issues Log	A shared Issues Log (distinct from the Risk Register) shall be maintained tracking all open issues by: issue description, date raised, raised by, priority, owner, actions taken, target resolution date and resolution status. Reviewed in every bi-weekly PMU meeting.			
D.1.15	RAG Status Reporting	RAG (Red/Amber/Green) status reporting shall be implemented for each workstream and overall project health. Any workstream moving to Red status triggers an immediate written escalation to REREC's IEC Director with root cause, impact assessment and recovery plan within 48 hours.			
Architecture Documentation & Knowledge Transfer					
D.1.16	Full Architecture Documentation Suite	All architecture documents specified in Section 3.1.6 (KMS Architecture Design Document, Infrastructure			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		Specification, Operations Runbook, Phase 2 Extension Blueprint) shall be delivered to REREC's TWG approval standard before the M3 milestone payment is released.			
D.1.17	Museum UX Design Dossier	A Museum UX Design Dossier shall be delivered consolidating all Phase 1 museum design outputs (concept document, visitor journey architecture, software blueprint, AI tour engine specification, data viz designs, content strategy and storyboards, hardware specifications, PoC documentation) to REREC's IEC Director approval before the M3 milestone payment is released.			
D.1.18	Source Code Handover — Continuous	All source code shall be delivered to a REREC-owned version control repository (GitHub or GitLab) at each milestone, not only at final handover. Each commit shall include meaningful commit messages. The codebase shall include: inline code comments, a README file per service/module, and a CHANGELOG tracking all significant changes.			
Phase 2 Readiness Report (Standalone M5 Deliverable)					
D.1.19	Phase 1 Technical Inventory	A full technical inventory of all Phase 1 deliverables shall be documented: system components deployed, versions, configurations, known limitations, and recommended improvement priorities.			
D.1.20	Phase 2 Museum Build Specifications	Phase 2 museum build specifications shall be produced: recommended technology stack, estimated development timeline, recommended team composition, risk areas identified during Phase 1 design, and dependencies on REREC hardware procurement.			
D.1.21	Phase 2 Kiosk Deployment Architecture	Recommended kiosk hardware specification (updated from Phase 1 where new information is available),			

Item No.	Features / Component	Minimum Requirements	FS / PS / NS	Bidder's Response	Reference Pages in Proposal
		network connectivity requirements per kiosk location, content management platform extension plan, and recommended kiosk deployment sequencing across towns shall be documented.			
D.1.22	Phase 2 System Extension Plan	A step-by-step guide for extending the KMS to add DMS and DAM modules shall be produced, with estimated effort, recommended open-source platforms and integration approach.			
D.1.23	AI Development Roadmap	Recommended priorities for Phase 2 AI advancement based on Phase 1 performance data shall be documented — e.g. model accuracy improvements, additional language support, new chatbot capabilities, predictive analytics opportunities.			
D.1.24	Adoption & Operational Recommendations	Lessons learned from Phase 1 adoption, recommendations for sustaining and growing KMS usage in Phase 2, and suggested KPIs for the PSC to monitor in the Phase 2 period shall be documented.			

E. Expected Deliverables

Deliverables are structured around five (5) project milestones (M1–M5) as follows:

- M1 (Month 1): KMS 8 AI architecture design accepted; Museum UX concept design accepted; stakeholder engagement plan approved; development environment established.
- M2 (Month 2–3): KMS core platform deployed in test environment; AI Smart Search, Chatbot, and Auto-Tagging prototypes accepted; Museum software blueprint and AI tour engine specification approved; content integration 50% confirmed.
- M3 (Month 4): KMS production go-live (HQ + 3 centres) accepted; all five KMS modules deployed; PoC prototype board sign-off; Museum design freeze with all blueprints signed off; architecture documentation suite approved by TWG; Phase 2 Architecture Readiness Report delivered.
- M4 (Month 5): Staff training groups completed; SOP Library (SOP-001 to SOP-012) published in KMS; UAT completed and signed off; system fully operational at all nodes; hypercare period commenced.
- M5 (Month 6+3): Three-month hypercare period completed; Phase 2 Technical Readiness Report accepted; full source code and documentation handover confirmed; system performance certification issued; final project closeout report accepted.

F. Duration and Timeline

The assignment shall be delivered within six (6) months from the date of contract signing, inclusive of all five milestones (M1–M5). A subsequent three (3) month hypercare period shall commence immediately from KMS production go-live (Milestone M3 acceptance), running concurrently with Milestones M4 and M5. The full contract duration inclusive of hypercare is nine (9) months from contract commencement.

G. Technical Evaluation Criteria

The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

This section sets out the terms evaluation criteria and stages through which proposals will be assessed, and the price schedule format that all bidders must complete. Evaluation will be conducted in four stages. Due diligence may be conducted on the preferred bidder. Bidders found to have provided false information at any stage will be disqualified.

Stage	Description
Stage 1	Preliminary Mandatory Requirements (MR) - Pass/Fail
Stage 2	Technical Qualification Requirements - Capacity to Deliver
Stage 3	Financial Evaluation - Quoted Prices

I. Stage 1: Eligibility - Preliminary Mandatory Requirements

The following mandatory requirements must be met. Non-compliance with any single requirement renders the submission non-responsive and eliminates it from further evaluation. All items are assessed on a Pass/Fail basis. All items must be responded to with 'YES' and the required documentary evidence attached.

At this stage, submissions will either be responsive or non-responsive. non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. tenderers will proceed to the technical evaluation stage only if they qualify in compliance at this stage.

No.	Subject	Criteria	Mandatory Requirements	Pass / Fail
1	Tender Submission	To ensure that the bid document has been uploaded in their bid response	Bidder documents/Attachments have been submitted in the Collaboration folder of the SAP SRM System. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and the attachments shall not be evaluated.	
2	Tender Security	Confirmation of submission of a valid tender security during opening	Bank or insurance guarantee. The value of the Tender Security shall be Kenya Shillings Five Hundred Thousand (KES 500,000) as specified in the TDS and valid for 140 days.	
3	Legal Capacity	To determine capacity to enter contract.	Must submit a copy of certificate of incorporation / Registration. Must submit a copy of valid trade license / business permit.	

			Must submit a copy of valid AGPO Certificate.	
4	Ownership Structure	Confirmation of details of directors and shareholders	Submission of a CR12/CR13 form from the Registrar of Companies, not more than three (3) months old for all companies as applicable, and certified by a Commissioner of Oaths or a Magistrate of the Kenyan Judiciary, for the tenderer.	
			A written Power of Attorney, commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary, signed and stamped by company directors, including the specimen signature of the Authorised person for the tenderer.	
			Must submit a Duly filled, signed and stamped Tender Information Form.	
			Must submit a Duly filled, signed and stamped Tender's Eligibility Confidential Business Questionnaire Form.	
5	Tax Compliance	Proof the bidder has fulfilled tax obligations.	Must submit the Company or Firm's Registration Certificate and Company's E-PIN Certificate (KRA Tax Compliance Certificate, valid as at the date of tender opening) for the tenderer.	
6	Price Validity	The Form of Tender with the quoted prices confirming validity of 120 days from the tender closing date.	Must submit a Duly filled, signed and stamped Form of Tender.	
7	Ethical and Legal History	Proof that the bidder has not been convicted of corruption or fraudulent practices	Must submit a Duly filled, signed and stamped self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice, Commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary, for the tenderer.	
			Must submit a Duly filled, signed and stamped Certificate of Independent Tender Determination Form.	
			Must submit a Duly filled, signed and stamped Self-Declaration that the firm is not debarred in matter of the Public Procurement and Asset Disposal Act, 2015, Commissioned	

			by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary, for the tenderer.	
			Must submit a Duly filled, signed and stamped Declaration and Commitment to the Code of Ethics Form.	
8	Technical Capacity	To ensure the firm has the relevant professional manpower and skills	The bidder should have three (3) specialists who have experience in website hosting, development, and maintenance. Attach Signed CV by both employer and employee, and certificates for each specialist.	
9	Accreditation	Bidder must be accredited by relevant body	Must be accredited by ICT Authority (ICTA Level 2 or higher) under the following categories: i) Systems & Applications, ii) Electronic Records Management, iii) ICT Consultancy, iv) Cloud Computing.	
10	Tender Format	The documentation of bids submitted by the bidders	Submission of only original tender document.	
11	Pending Litigation	Bidder's financial position and prospective long-term profitability still sound according to criteria established	Tender to indicate pending litigation for the past 5 years.	
12	Pagination / Serialisation	To safeguard tender documents from mutilation and manipulation	Tender document MUST be sequentially paginated/serialised on each page including all attachments and well bound.	
13	Open-Source Platform	Open-Source Software Declaration	REREC requires that all software delivered under this contract be based on open-source platforms with full source code ownership transferred to REREC. Bidders must provide a signed declaration confirming: (i) all proposed software is open-source or proprietary software fully owned by the bidder; (ii) no third-party proprietary licences are required that would restrict REREC's use, modification or redistribution of the delivered system. If any third-party components are included, list all components, their licences, and confirm compatibility with REREC's source code ownership requirement.	

COMPLIANCE GATE: All mandatory requirements above must be met in full. A submission that is non-responsive on any single item will be eliminated from further evaluation without exception.

II. Stage 2: Technical Qualification Requirements

Only bidders that are fully compliant at Stage 1 shall proceed to this stage. The Technical Evaluation assesses the firm's capacity to deliver the REREC AI-Powered KMS and Museum UX Design assignment. Stage 2 is divided into two sections:

Section I: Mandatory Technical Requirements (YES/NO all must be met)

Evaluation will be based on the Technical Proposal submitted, CVs attached, documentary evidence provided, and - where required - a live demonstration of proposed AI and KMS system capabilities.

5.2.1 Section I: Evaluation Criteria (Scored - 100 marks)

All requirements below are assessed on a scored basis out of 100 marks. Bidders must score a minimum of 70 out of 100 to proceed to Stage 3 Financial Evaluation. Provide the required documentary evidence against each item.

No.	Qualification Requirement	Score (Max)	Documentary Evidence Required
1. Firm Experience (45 marks)			
1.1	Years in Operation The firm must have been in operation for a minimum of ten (10) years in enterprise software development and systems integration.	5	<i>Certificate of Incorporation and firm profile</i>
1.2	KMS / EDMS Deployment Experience The firm must demonstrate a minimum of two (2) completed deployments of enterprise Knowledge Management Systems (KMS) or Electronic Document & Records Management Systems (EDMS) for organisations with 100+ users. For each project, provide: (i) copy of contract/purchase order, (ii) completion certificate, and (iii) client reference or recommendation letter.	10	<i>2× KMS/EDMS Completion Certificates and Client References</i>
1.3	AI / ML System Deployment The firm must demonstrate at least one (1) live, deployed AI system or intelligent agent currently operational in a production environment. Evidence must include a live demonstration URL, client reference or verified case study. Proposals claiming AI experience without live deployment evidence will not be considered.	10	<i>Live demo URL and Client Reference (AI system)</i>

1.4	Open-Source Platform Development The firm must provide verifiable evidence of at least two (2) completed projects built on open-source platforms (consistent with the open-source delivery requirement of this assignment). Evidence must include repository links (public or client-accessible), deployment evidence, or client references confirming open-source delivery.	10	<i>Repository links / Deployment evidence (2 projects)</i>
1.5	Interactive Digital Experience / Kiosk Project The firm must demonstrate at least one (1) completed project involving an interactive public-facing digital experience, touch-screen kiosk installation, or museum/interpretive centre technology deployment.	5	<i>Project completion evidence and photos/portfolio</i>
1.6	Government / INGO Sector Assignment The firm must demonstrate at least one (1) successfully completed assignment for a Kenya Government Ministry, Department, Agency (MDA), State Corporation, or an International Organisation (UN agency, World Bank Group, African Development Bank or equivalent) with a verified contract value of KES 50,000,000 or above.	5	<i>Contract Award Letter or Completion Certificate (≥ KES 50M)</i>
Sub-Total — Firm Experience		45	
2. Key Personnel Competencies (30 marks) - Attach CVs and Certified Copies of All Qualifications			
2.1	Project Manager Bachelor's degree in Computer Science, Software Engineering, Information Technology, or a related field (Master's degree preferred). Minimum ten (10) years' experience managing enterprise software delivery projects. Must hold a valid PMP (Project Management Professional) or PRINCE2 Practitioner certification - certification evidence is mandatory. The Project Manager must not concurrently serve in a technical delivery role during the contract.	8	<i>CV, Degree Certificate and PMP/PRINCE2 Certificate</i>
2.2	KMS / Backend Systems Architect Bachelor's degree in Computer Science, Software Engineering or equivalent. Minimum seven (7) years' experience in enterprise software architecture. Demonstrable open-source platform experience (provide repository links or project references). Experience with containerised deployment (Docker/Kubernetes) and RESTful API design required.	6	<i>CV, Degree Certificate and Technical Portfolio / References</i>
2.3	AI / Machine Learning Engineer Bachelor's degree in Artificial Intelligence, Data Science, Computer Science or equivalent (Master's degree preferred). Minimum five (5) years' experience in AI/ML engineering. Must have deployed at least one (1) live AI agent, NLP system, or Retrieval-Augmented Generation (RAG) system in a production environment.	6	<i>CV, Degree Certificate and AI Deployment Evidence</i>

2.4	<p>UX / Museum Experience Designer Degree in UX Design, Human-Computer Interaction, Digital Design or equivalent. Minimum five (5) years' experience designing interactive digital experiences. Portfolio of interactive digital experience or kiosk projects required (include URLs or portfolio document).</p>	4	<i>CV, Degree Certificate and Portfolio</i>
2.5	<p>Change Management Specialist Degree in Organisational Development, Business Administration, Psychology or equivalent. Minimum seven (7) years' experience in change management for large-scale technology implementations. PROSCI, APMG Change Management or equivalent professional certification preferred.</p>	3	<i>CV, Degree Certificate and Certification Evidence</i>
2.6	<p>ICT Security Specialist Bachelor's degree in Computer Science, Engineering or related field. Minimum four (4) years' experience in ICT security, systems security design and implementation. Must hold at least one relevant security certification (CISM, CISSP, CEH or equivalent). Provide minimum three (3) project references.</p>	3	<i>CV, Degree, Security Certification and 3 References</i>
Sub-Total — Key Personnel		30	
3. Technical Approach & Implementation Methodology (25 marks)			
3.1	<p>Implementation Methodology Provide a detailed Implementation Methodology covering as a minimum: (i) Project execution approach and phasing aligned to the 6-month delivery schedule; (ii) Project Execution Plan (PEP) outline - WBS, Gantt chart and critical path; (iii) Resource plan by workstream; (iv) Testing and UAT plan; (v) Training plan (IEC staff, ICT Administrators, Senior Management); (vi) Go-live and cut-over strategy; (vii) Post-go-live hypercare strategy - clearly stating what is in scope and out of scope; (viii) Project management methodology (PMP/PRINCE2 or equivalent); (ix) Multi-site deployment approach (HQ + 3 IEC Centres); (x) AI data sovereignty approach - confirming 100% on-premise AI processing.</p>	15	<i>Implementation Methodology Document</i>
3.2	<p>Sample Service Level Agreement (SLA) & Hypercare Support Plan Provide a sample SLA document and Post-Go-Live Hypercare Support Plan, clearly indicating incident severity classification (P1-P4), response and resolution time targets, escalation procedures, and the transition from hypercare to standard support.</p>	5	<i>Draft SLA and Hypercare Plan</i>

3.3	<p>Phase 2 Awareness & Readiness Strategy</p> <p>Describe how Phase 1 will be designed and delivered with Phase 2 (civil fit-out, museum software build, kiosk deployment, DMS/DAM/ERP modules) explicitly in mind. The firm must demonstrate awareness of the three-phase programme and articulate how Phase 1 outputs will form a reliable foundation for Phase 2 procurement and delivery.</p>	5	<i>Phase 2 Readiness Section within Technical Proposal</i>
Sub-Total — Technical Approach		25	
GRAND TOTAL		100	
<p>MINIMUM PASS MARK: Bidders must score a minimum of 70 out of 100 to proceed to Stage 3 Financial Evaluation.</p>			

PART 4 - CONTRACT

SECTION 6. CONDITIONS OF CONTRACT AND CONTRACT FORMS

Preface

1. This Section includes two types of standard contract forms for: A Lump-Sum Contract and a Time-Based Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement, but not over-write or otherwise contradict, the General Conditions of Contract.
2. Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as draft or final reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Procuring Entity is paramount.
3. Time-Based Contract. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Entity to closely supervise the Consultant and to be involved in the daily execution of the assignment.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. In some consultancy assignments such as design and construction supervision, both Lump-Sum and Time-Based Contracts are used and signed with the Consultant. In that case, the Lump-Sum Contract would apply for the design part of the Services while the construction supervision part would be based on a Time-Based Contract. In such event, both types of contracts shall be signed at the same time.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum Contract

Consulting Services for:

Contract No.:

Contract Description:

Between

[Name of the Procuring Entity]

and

[Name of the Consultant]

Date:

I. FORM OF CONTRACT — LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (hereinafter called the "Procuring Entity") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Entity") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) the Procuring Entity has set aside a budget and funds toward the cost of the Services and intends to apply a portion of these funds towards payments under this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: a) The General Conditions of Contract; b) The Special Conditions of Contract; c) Appendices: • Appendix A: Terms of Reference • Appendix B: Key Experts • Appendix C: Breakdown of Contract Price • Appendix D: Form of Advance Payments Guarantee In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular: a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto 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 of the Procuring Entity — name, title and signature]

For and on behalf of..... [Name of Consultant or Name of a Joint Venture]

[Authorized Representative of the Consultant — name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant..... [Insert the Name of the Joint Venture] [Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[Add signature blocks for each member if all are signing]

SECTION 7: GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a) "Applicable Law" means the laws and any other instruments having the force of law in Kenya.
 - b) "Consultant" means a legally-established professional consulting firm or entity selected by the Procuring Entity to provide the Services under the signed Contract.
 - c) "Contract" means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - d) "Procuring Entity" means the Procuring Entity that signs the Contract for the Services with the selected Consultant.
 - e) "Day" means a working day unless indicated otherwise.
 - f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - 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) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
 - l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
 - m) "Local Currency" means the Kenya Shillings, the currency of Kenya.
 - n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - o) "Party" means the Procuring Entity or the Consultant, as the case may be, and "Parties" means both of them.
 - p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

- q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 5.2 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

- 5.3 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Kenya.

4. Language

- 4.1 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.

5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the English Language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

- 7.1 The Services shall be performed at such locations as are specified in Appendix A hereto 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.

8. Authority of Member in Charge

- 8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9. Authorized Representatives

- 9.1 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 Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

- 10.1 The government requires compliance with its policy regarding corrupt and fraudulent/prohibited practices as set forth in its laws and policies.
- 10.2 Commissions and Fees - The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection 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. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract by the Procuring Entity and/or sanctions by the PPRA.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

- 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

- 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect thereto.

13. Commencement of Services

- 13.1 The Consultant shall confirm availability of Key Experts and begins carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

- 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

- 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

- 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

- 17.1 For the purposes of this Contract, "Force Majeure" means event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the

circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be taken

17.5 A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

a) Any period within 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.

b) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:

c) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or

d) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the

nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Entity

19.1.1 The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Procuring Entity determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

- a) The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- b) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- d) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- e) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant: a) Payment for Services satisfactorily performed prior to the effective date of termination; and b) In the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Kenya when: a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6 The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

- 21.1 The Consultant shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and Affiliates Not to Engage in Certain Activities

- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

- 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

- 22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or because of, the Services.

23. Liability of the Consultant

- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be taken out by the Consultant

- 24.1 The Consultant (i) shall take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', 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 specified in the SCC, and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

- 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the PPRA and/or persons appointed by the PPRA to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PPRA if requested by the PPRA. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the PPRA's prevailing sanctions procedures.)

26. Reporting Obligations

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Procuring Entity in Reports and Records

- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into Kenya for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-consultants

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30. Replacement of Key Experts

30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Procuring Entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Procuring Entity

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Procuring Entity shall use its best efforts to:

- a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Kenya while carrying out the Services under the Contract.
- c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Kenya according to the applicable law in Kenya.
- f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in Kenya, of bringing into Kenya reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- g) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in Kenya with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.

35. Services, Facilities and Property of the Procuring Entity

35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36. Counterpart Personnel

36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. Payments to the Consultant

38. Contract Price

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

Currency of Payment

39.2 Any payment under this Contract shall be made in the currency(ies) of the Contract.

40. Mode of Billing and Payment

40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

40.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such

other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

- 40.2.2 The Lump-Sum Installment Payments. The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 40.2.3 The Final Payment: The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- 40.2.5 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

41. Interest on Delayed Payments

- 41.1 If the Procuring Entity had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

42. Good Faith

- 42.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of Disputes

43. Amicable Settlement

- 43.1.2 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 43.1.3 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44. Dispute Resolution

44.1.2 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

SECTION 8: SPECIAL CONDITIONS OF CONTRACT

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Kenya.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are [fill in at negotiations with the selected firm]:</p> <p>Procuring Entity: Rural Electrification and Renewable Energy Corporation Attention: Chief Executive Officer Facsimile: E-mail: info@rerec.co.ke</p> <p>Consultant: Attention: Facsimile: E-mail:</p>
8.1	<p>[If the Consultant consists only of one entity, state "N/A";</p> <p>OR</p> <p>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</p> <p>The Lead Member on behalf of the JV is _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: Dr. Rose N. Mkalama — CEO</p> <p>For the Consultant: [name, title]</p>
11.1	<p>The effectiveness conditions are the following:</p> <p>[Note: If there are no effectiveness conditions, state "N/A"]</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>OR</p> <p>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Procuring Entity of an advance payment guarantee (see Clause SCC 45.1(a)), etc.]</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 6 months.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be as agreed during the inception negotiation meeting.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 36 months. The contract will be for two years renewable once for one year.</p>
21.1.3	<p>The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>No additional provisions.</p> <p>[OR</p> <p>The following limitation of the Consultant's Liability towards the Procuring Entity can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Procuring Entity:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Consultant to the Procuring Entity's property, shall not be liable to the Procuring Entity:</p> <p>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not:</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p> <p>[Notes to the Procuring Entity and the Consultant:</p> <p>Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Entity prior to accepting any changes to what was included in the issued RFP.</p> <p>To be acceptable to the Procuring Entity, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Entity, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re performance of faulty Services is not acceptable to the Procuring Entity. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</p> <p>The Procuring Entity does not accept a provision to the effect that the Procuring Entity shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Entity to the extent permissible by the law applicable in Kenya.]</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>[Delete what is not applicable except (a)].</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided by the Procuring Entity, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>