



# **SIMLAW SEEDS COMPANY (U) LTD**

## **OPEN TENDER FOR THE SUPPLY AND INSTALLATION OF AN ERP SYSTEM**

**TENDER REF NO: SSU/NOT/ERP/1/2025/26**

**TENDER CLOSING & OPENING DATE: 22<sup>ND</sup> SEPTEMBER 2025 AT 11.00 A.M**

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## SECTION 1- INVITATION TO TENDER

4<sup>TH</sup> SEPTEMBER 2025

### 1.0 BACKGROUND

Simlaw Seeds (U) Ltd was incorporated in 2010 as a subsidiary company of the Kenya Seed Company and it has its headquarters in Namanve Industrial Park, Kampala.

It has several branches including Nakivubo & 6<sup>th</sup> Street in Kampala, Mbale, Kapchorua and Bukwo on the eastern part and Masindi on the northwestern and Mbarara in the south western belt. These areas have a high potential in agricultural production.

### THE BUSINESS

Simlaw Seeds Company(U) Ltd is involved in the following business activities:

1. Production of maize seed and indigenous vegetables
2. Purchase of horticultural products from different suppliers which often involves repackaging of some of the goods or sell as procured.
3. Distribution and Sale of seed products in different shops/branches.
4. Inventory management in different warehouses.
5. Accounting for the business records and tracking of finances to understand the cash flow and financial position.
6. Management of staff (Human Capital) and their compensation.

The company business revolves around production of maize and indigenous vegetables seed through contracted growers in the different parts of the country.

### SEED DISTRIBUTION

Simlaw Seeds company has a small processing unit in Kampala and a warehouse for seed storage where they distribute seed to their sales outlets.

The sales points( shops) are in the countryside far away from the HQ in Kampala and the information on seed sales, cash/banking's and inventory cannot be ascertained without a reliable system operating in real time.

We shall require a system that can handle the following functions:

1. Finance and Accounts to ensure proper records are kept.
2. Inventory management
3. Sales and Distribution including Point of Sale (POS)
4. Procurement of Goods and Services
5. Human Capital Management and Payroll
6. Seed Production and Processing or manufacturing of seed

The POS should be connected in real time to the servers in Kampala.

## 1.1 IMPORTANT NOTES/ INSTRUCTIONS TO TENDERERS

- a) The purpose of this document is to assist Simlaw Seeds to invite sealed tenders from prospective interested and eligible bidders for the Supply and Installation of an ERP System. Tendering will be conducted under open competitive method.
- b) Throughout this tendering document, the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt.
- c) Prices quoted should be net inclusive of all taxes, must be in Ugandan shillings or in another freely convertible currency acceptable by the Central Bank of Uganda (CBU) and shall remain valid for 120 days from the closing date of tender.
- d) All Tenders must be accompanied by a tender Security of Uganda shillings Two million (UGX 2,000,000/-) valid for 120 days from the date of tender opening.
- e) Prospective suppliers must have experience of supplying similar system to firms comparable to Simlaw Seeds and must demonstrate a willingness and commitment to meet the mandatory criteria.
- f) In order to simplify this process, you need to provide **copies** of all supporting documents requested under the questionnaire and the mandatory evaluation criteria, for example, audited accounts, registration and compliance certificates, statements and policies among others listed. You may also be asked to clarify your answers or provide more details.
- g) Failure to complete the questionnaire and/or to provide written answers to any further questions or requests for additional information or requests for clarification will result in the supplier's elimination from further consideration.
- h) Please note that by responding to the questionnaire, you accept that all answers provided in the questionnaire **are legally binding** on the supplier and should the need arise, may be used as evidence in any court of law, which has jurisdiction. Further, Simlaw Seeds reserves the right without further recourse to verify at its own cost the accuracy of any answers provided herein.
- i) All expenses and costs incurred by a respondent in connection with this TENDER, for preparation and lodging for submission (without limitation) shall be the sole responsibility of the respondent.
- j) Without limiting its right at law or otherwise Simlaw Seeds, may at its absolute discretion, suspend or defer this tendering process.
- k) Where necessary and if insufficient space has been provided on the questionnaire for the answers, please provide the answers as supplements on a separate sheet.
- l) Canvassing for the tender shall lead to automatic disqualification and subsequent elimination of the applicant.
- m) At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda. Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity's' website. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page.

- n) A complete set of tender documents may be obtained by interested candidates/ tenderers upon payment of non-refundable fees of **Uganda shillings One Hundred Thousand only (UGX 100,000/-)** or be accessed from [www.simlawseeds.ug](http://www.simlawseeds.ug) for free of charge. Interested bidders who opt to download the Tender Document shall be required to register/submit their contact details to [simlaw@simlawseeds.ug](mailto:simlaw@simlawseeds.ug) for recording and any further clarification or addenda.
- o) Enquiries (in writing) shall be addressed to: The General Manager, using the address provided below. All enquiries should reach the Procuring Entity not later than five (5) days prior to deadline for the submission of tenders as prescribed by the company.
- p) A tender package that cannot fit in the tender box shall be delivered to the Finance office to be received and recorded/registered.
- q) The submissions shall be received in hard copies (2 copies). The envelope shall contain one (1) original and one (1) copy. The Tenderer is required to submit Properly bound, serialized/paginated in all printed pages including all other attachments from the first page, in the correct sequence and in the format 1,2,3... to the last page of the original Tender and copy of the Tender (N/B Box Files shall lead to disqualification).
- r) Tenders will be opened immediately after the deadline date and time specified (**22<sup>nd</sup> September 2025 AT 11.00 A.M**) or any dead line date and time specified later. Tenders will be opened in the presence of the Candidates or their representatives who choose to attend at Simlaw Seeds Offices at Namanve. Late tenders will be rejected. (Electronic Tenders will not be permitted).

**The General Manager (GM)**  
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## **1.2 GENERAL REQUIREMENTS/TECHNICAL SPECIFICATIONS**

### **TERMS OF REFERENCE/SCOPE**

**The General Requirements provides the basic specifications for the system. The ERP System requirements shall include the following functionalities:**

1. System Salient Features
  2. State the system needs below and specifications
  3. System wide Security Controls
  4. Seed Maize Production
  5. Production, drying and Processing of pasture, sunflower, sorghum and Finger Mill
  6. Quality Assurance
  7. Distribution and Sales
  8. Finance Function
  9. Human resource
  10. Procurement
  11. Recommendations
1. These specifications describe the requirements for the system. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for what they intend to supply.
  2. Tenderers must indicate on the specifications sheets whether they comply with each specified requirement.
  3. All the dimensions and capacities of the system to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
  4. The tenderers are requested to present information along with their offers as follows:
    - (i) Shortest possible delivery period of each product
    - (ii) Information on proper representative and/or workshop for back- up service/repair and maintenance including their names and addresses.

## SYSTEM REQUIREMENTS

| No  | Function   | Response Value | Comment |
|---|--|----------------|---------|
| <b>System Salient Features</b>                  |  |                |         |
| 1.  | System to be multi-user ,multi-currency and customizable   |                |         |
| 2.  | System to operate in real time, on-line, batch, web deployable   |                |         |
| 3.  | System to support document workflow, online applications and approvals   |                |         |
| 4.  | System to allow interface to e-mail or SMS for communication to customers  |                |         |
| 5.  | System to have import and export facilities for data migration and backup  |                |         |
| 6.  | System to operate on compatible operating systems and database platforms   |                |         |
| 7.  | System to support online backup  |                |         |
| 8.  | The system should have the ability for integration with third party software.  |                |         |
| 9.  | Indicate whether the system is cloud based   |                |         |
| 10.   | Indicate whether the system has EFRIS linked to URA to ensure compliance on tax reporting  |                |         |
| <b>Indicate the system specifications below</b> |  |                |         |
| 1.  | Supported hardware for system to run (HP,IBM, etc)   |                |         |
| 2.  | Supported software OS for system to run (UNIX,LINUX,WIN, etc)  |                |         |
| 3.  | Supported database for system to run (Oracle, MS SQL, and MySQL etc.)  |                |         |
| 4.  | Client interface (win10, windows11 etc)  |                |         |
| 5.  | Supported architecture (3 tier,2 tier)   |                |         |
| 6.  | Indicate the hardware the POS Systems would run in our branches to update data in real time in Kampala from the country side depots  |                |         |
| 7.  | Indicate the mode of connectivity your system would utilize to have data transfer to the servers in Kampala from the branches in the country side.   |                |         |
| <b>System wide Security Controls</b>            |  |                |         |
| 1.  | Ability to control access at the following levels <ul style="list-style-type: none"> <li>1. System logins ;Module logins</li> <li>2. Screen</li> <li>3. Form level</li> <li>4. Records Level</li> <li>5. Field Level</li> </ul>                          |                |         |
| 2.  | Capability of controlling access to system menus, forms, reports, system administration sections and tying User IDs to functional levels   |                |         |
| 3.  | Ability to define user access using groups based on functional requirements.   |                |         |
| 4.  | All access to the system functions and data shall be controlled by a user name and password. The system will allow a user or system administrator to change their password with the password displayed and stored and transmitted in an encrypted format |                |         |

| No  | Function   | Response Value | Comment |
|-----|--|----------------|---------|
| 5.  | It is required that the system administrator can manage a list of valid users and or groups that have access to system applications of operations.   |                |         |
| 6.  | The system shall provide complete audit trails for all activities.   |                |         |
| 7.  | The system allows for the configuration of the different levels of access to the system.   |                |         |
| 8.  | Security based on user profiles with different access privileges.  |                |         |
| 9.  | Capability of maintaining a unique user identification name for each user.   |                |         |
| 10. | Ability to prevent concurrent login using the same user id name and password   |                |         |
| 11. | Ability to prevent users from accessing application databases or workspace directly from the Operating system level or using third party applications  |                |         |
| 12. | <p>Ability to support the following control features</p> <ol style="list-style-type: none"> <li>1. Forced password changes based on date and Frequency</li> <li>2. Forced password changes for first login</li> <li>3. Audit logs to record all successful access to system and unsuccessful attempts</li> <li>4. Exception reporting of unsuccessful attempts</li> <li>5. Restricted number of unsuccessful log-on attempts.</li> <li>6. Automatic screen locks of idle screens based on a predefined time limit</li> <li>7. Prevent use of previous passwords for password changes after at least 8 password change counts.</li> </ol> |                |         |
| 13. | <p>Ability to incorporate access control elements for the following system operations:</p> <ol style="list-style-type: none"> <li>1. Input</li> <li>2. Retrieval</li> <li>3. Alteration</li> <li>4. Maintenance</li> <li>5. Inquiry</li> <li>6. Ability to detect on-line violations and maintain history of security profiles on other system areas</li> </ol>  |                |         |
| 14. | Ability to provide on-line time or date control on access  |                |         |
| 15. | Provide back-up or recovery and restart procedures and programs as well as an active audit trail for continuity of operations.   |                |         |
| 16. | Should be modularized and scalable to future needs seamlessly as the need arises   |                |         |
| 17. | Ability to retain archived history transactions online for a specified period of time without affecting system processing capacity.  |                |         |



| <b>No</b> | <b>Function</b>  | <b>Response Value</b> | <b>Comment</b> |
|-----------|--|-----------------------|----------------|
| 18.       | Ability to provide real time online and batch transaction capture with effective enforced system control login and password. |                       |                |
| 19.       | Ability to develop custom menus and reports and assign to users to minimize and prohibit direct access to database records.  |                       |                |
| 20.       | Ability to allow remote diagnostic support.  |                       |                |
| 21.       | Capability of tailoring of parameters to user preferences  |                       |                |
| 22.       | Scalability for future growth in load and size   |                       |                |
| 23.       | On-line help function to assist users in the use of the available features   |                       |                |

### FUNCTIONAL REQUIREMENTS

| <b>No</b>   | <b>Function</b>  | <b>Response Value</b> | <b>Comment</b> |
|---|--|-----------------------|----------------|
| <b>Seed Maize Production</b>  |  |                       |                |
| <p>The seed maize production encompasses: -</p> <ol style="list-style-type: none"> <li>1. recruitment of growers,</li> <li>2. allocation of seed varieties to the growers</li> <li>3. Contract signing and collection of seed for planting</li> <li>4. Crop registration by Kenya Plant Health Inspectorate (KEPHIS)</li> <li>5. Field Inspection</li> <li>6. Harvesting</li> </ol> |  |                       |                |
| <p>Farmer payments and taxation</p> <ol style="list-style-type: none"> <li>i. Apply WHT(1-6%) based on URA classification</li> <li>ii. Captures TINs and national ID's</li> <li>iii. Supports exemptions for smaller holder farmers</li> <li>iv. Applies LST and WHT on transport services</li> <li>v. Differentiate casual labor and contracted logistics</li> </ol>               |  |                       |                |
| <b>Recruitment of contracted growers</b>  |  |                       |                |
| 1.  | The system should allow manual or on-line applications forms to be posted  |                       |                |
| 2.  | <p>The system should have the ability to create, keep &amp; update grower information for all crops as</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Addresses (postal, e-mail, telephone etc)</li> <li>3. Crop class and variety</li> <li>4. Location of the grower</li> <li>5. Acreage</li> </ol> |                       |                |
| 3.  | The system should generate and send via e-mail the grower application forms and contracts for all crops  |                       |                |
| 4.  | <p>The system should produce such reports as</p> <ol style="list-style-type: none"> <li>1. List of applicants and their acreages</li> <li>2. No acres for each applicant and total acreages.</li> <li>3. Planned production report</li> </ol>  |                       |                |

| No  | Function   | Response Value | Comment |
|-----|--|----------------|---------|
|     | <b>Allocation of seed varieties to growers-Allocation Panel</b>  |                |         |
| 5.  | Allow input of manual grower application forms into the system   |                |         |
| 6.  | Allow updating of the applicants records as either approved or rejected  |                |         |
| 7.  | The system should generate contracts to successful applicants and send e-mail or SMS to applicants.  |                |         |
| 8.  | The system should produce a report of successful applicants, the varieties allocated and the acreages  |                |         |
|     | <b>Contract Signing and collection of seed for planting</b>  |                |         |
| 9.  | The system should allocate the seed varieties to the farmers as per the allocation panel report  |                |         |
| 10. | The system should link to the Financial system and invoice the contracted growers for the basic seed collected   |                |         |
| 11. | The system should generate the delivery notes and Goods Received Notes to be signed by the farmers.  |                |         |
| 12. | <p>The system should allow the planting schedule posting and produce a planting schedule report</p> <p>The system should generate</p> <ol style="list-style-type: none"> <li>1. Approved growers list and their acreages</li> <li>2. Rejected growers list</li> <li>3. List of contracted growers</li> <li>4. Number of basic seed collected</li> <li>5. Amount of money debited in the respective accounts</li> </ol> |                |         |
|     | <b>Crop Registration and Field Inspection</b>  |                |         |
|     | This is where the seed certification process begins and the farmer's details are recorded against the crop   |                |         |
| 13. | <p>The system should allow posting of SR5 forms for crop registration into the system and (link) debit the registration fees to the grower's account directly.</p> <p>The System Should generate:</p> <ol style="list-style-type: none"> <li>1. Acres of seed registered</li> <li>2.Registration fees report</li> </ol>  |                |         |
| 14. | <p>The system should allow the posting of SR6 forms for crop inspection and allow the debiting of the accounting systems with the inspection fees for the various growers.</p> <p>The system should generate:</p> <ol style="list-style-type: none"> <li>1. Inspection report</li> <li>2. Inspection fees report</li> </ol>  |                |         |
| 15. | The system should generate a registration report showing the no of crops and varieties including the acreages registered to each farmer in real time.  |                |         |
| 16. | The system should generate a report of registered and inspected fields and the amounts in real time.   |                |         |
| 17. | The system shall communicate to the farmers via e-mail or SMS in real time the   |                |         |

| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
|     | acres registered and inspected including the fees debited into their accounts.  |                |         |
|     | <b>Harvesting</b><br>When the seed reaches maturity in the farms, a harvesting and transport schedules are prepared and the seed is transported to the drying plant   |                |         |
| 18. | The system should generate a provisional harvesting schedule with dates and the acres, and the growers affected including the permits.  |                |         |
| 19. | The system should generate a report on harvesting gunnies issued to farmers for harvesting and debit the accounts in the financial system. It should produce an issue Note and a GRN for acknowledgement or acceptance by the growers.  |                |         |
| 20. | The system should link the list of transporters (creditors) to the grower farms and generate permits for transportation while sending an alert for confirmation by the Seed Drying plant.<br>The system should generate reports as <ol style="list-style-type: none"> <li>1. Gummies report</li> <li>2. Harvesting program report</li> <li>3. Transportation of seed in cob report</li> </ol>   |                |         |
|     | <b>Intake and weighbridge</b><br>As soon as the seed matures on the farms, a transport schedule is prepared in liaison with the Production Department to deliver the maize to the drying plant.<br>The transporters are issued with permits to collect seed from the growers as per the schedule.<br>On reaching the drying facility, the lorry and its cargo is weight at the weighbridge and its initial weight noted (W1).The lorry proceeds to the offloading ramp where the maize in cobs is offloaded on to a conveyor destined for drying bins As soon as the lorry is empty, it goes back to the weighbridge and have it re-weight to determine the net weight of the seed in cobs(W2). The Net weight is determined by subtracting the initial and the second Net Weight=W1-W2 |                |         |
|     | <b>Intake and weighbridge</b><br>As soon as the seed matures on the farms, a transport schedule is prepared in liaison with the Production Department to deliver the maize to the drying plant.<br>1. The transporters are issued with permits to collect seed from the growers as per the schedule.  |                |         |
| 21. | The system should generate a list of permits issued to the transporters   |                |         |
| 22. | The system should integrate with the weighbridge system and generate the quantity of seed received at intake in real time showing ticket no's, varieties, quantities tied to the growers.   |                |         |
| 23. | The system should generate the GRN's for seed in cobs received.   |                |         |
| 24. | The system should generate a daily intake report of both good seed and rejected seed and inform the farmers accordingly either SMS or e-mail  |                |         |
| 25. | The system should give an intake report with the following parameters in real time <ol style="list-style-type: none"> <li>1. List of permits</li> <li>2. Quantity of seed received in cobs per grower, by variety.</li> </ol>   |                |         |

| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
|     | 3. Quantity of samples taken for analysis<br>4. Moisture levels of seed on arrival<br>5. Tickets raised for the various receipts  |                |         |
|     | <b>Sampling, Drying and Shelling</b><br>As the lorry offloads, a sample bag of cobs is taken to the lab for sampling. A lot of the cobs offloaded from the lorry pass through the conveyor to the drying bins. It is dried to a moisture content of 13.5% and then shelled to raw seed stored in bags and taken either to the factory for processing or stored in the store waiting processing.<br>The one bag of the sample taken from the lorry is subjected to selection, drying, shelling and dockaging. This sample shall determine the payment to be made to the farmer.<br>Selection- The sample is weight and then subjected to the selection process.<br>Initial weight of sample is W3 and final weight after selection is W4<br>The selection is thus obtained as<br>$S.f.=w4/w3$<br>The selected sample is then subjected to drying and a drying factor obtained. Weight of sample after drying=W5<br>Drying factor=W5/W4.<br>The sample is then shelled and a shelling factor obtained.<br>The weight of the grains=W6<br>Shelling factor=W6/W5<br>The sample is then 'dockaged' and a dockage factor obtained.<br>The weight after dockaging=W7<br>Dockage factor=W7/W6 |                |         |
| 26. | The system should allow the manual posting of the sample results from the cards: Sample card, Bin card, silo card, dockage form   |                |         |
|     | The system shall give the following reports for each farmer's intake. <ol style="list-style-type: none"> <li>Qty of seed in the selection</li> <li>Drying time analysis</li> <li>Temperature monitoring report</li> <li>Expected loss report</li> <li>Dockage report</li> <li>GRN Ticket</li> <li>Lab results</li> <li>Dispatch report</li> <li>% germination and purity analysis</li> <li>Selection factor = <math>W2/W1</math></li> <li>Drying factor = <math>W3/W2</math></li> <li>Shelling factor = <math>W4/W3</math></li> <li>Dockage factor</li> <li>Theoretical conversion factor <math>TCF=sf*df*dkg.f</math></li> <li>Expected Weight = <math>TCF*weight\ at\ intake</math></li> </ol>  |                |         |

| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
| 27. | The system shall give other reports in real time as: <ol style="list-style-type: none"> <li>1. Weight of seed in silo</li> <li>2. Bin Adjustment = Actual weight/Expected weight</li> <li>3. Final conversion factor = bin adjustment*tcf</li> <li>4. Clean seed payable=fct*net weight at intake(ticket)</li> </ol>  |                |         |
| 28. | The system shall generate such other reports as: <ol style="list-style-type: none"> <li>1. Report on cleaning loss</li> <li>2. Report on qty of seed dressed with how much of the chemicals</li> </ol>  |                |         |
|     | <b>Dispatch of raw seed to the factory or store</b><br>After the seed has been shelled, the raw seed is transported to the factory via a conveyor or transported by lorries to various factories for storage and shall be processed when required<br>At this point, the weight of the clean seed payable is equivalent to the raw seed destined to the factory or stored in the store waiting further processing. |                |         |
| 29. | The system shall give a report of the: <ol style="list-style-type: none"> <li>1. Report on no. of packets per variety</li> <li>2. Qty of cleanings realized from the process</li> <li>3. Report on packaging gain/loss</li> <li>4. quality status of the lot before dispatch</li> <li>5. Report of seed qty dispatched with lot number to various stores per order.</li> </ol>                                    |                |         |
|     | <b>Value Addition</b><br>As the seed reaches the processing factory, it is pre-cleaned. It passes through a scalperator and gravity tables where they are sized into LF, MF, and SF as the case may be.<br>Chemical dressing is done on the grains to prevent them from being attacked by pests once it is planted.   |                |         |
| 30. | The system should allow the posting of quantity of materials for the value addition of the seed e.g. chemicals used per particular qty of seed (manufacturing)  |                |         |
| 31. | The system shall give such other reports as: <ol style="list-style-type: none"> <li>1. Report on qty of seed dispatched</li> <li>2. GRN</li> <li>3. Cash sale</li> <li>4. Invoice</li> <li>5. Report on sales daily, monthly by variety, lot, store (deport)</li> </ol>   |                |         |

| No   | Function  | Response Value | Comment |
|--|---|----------------|---------|
| <b>Production, drying and Processing of pasture, sunflower, sorghum and Finger Millet</b>  |   |                |         |
| <p>The pasture crops include Nandi Setaria, Lucerne, Sudan Grass, Oats, Columbus Grass</p> <p>Sunflower varieties: Hungarian White,H8998,Kenya Fedha</p> <p>Sorghum: Serena, Seredo, Gadam, and E-1291</p> <p>The processes for these crops are:</p> <ol style="list-style-type: none"> <li>1. Procurement of basic seed</li> <li>2. Recruitment of growers</li> <li>3. Allocation of seed varieties to the growers</li> <li>4. Planting</li> <li>5. Registration</li> <li>6. Seed harvesting</li> <li>7. Delivery to the drying and processing plant</li> <li>8. Processing and value addition</li> </ol> |   |                |         |
|  | <p><b>Procurement of basic seed</b></p> <p>Based on the planning committee's report, a stores requisition form is raised detailing the quantities of basic seed required for the various crops and their varieties.</p>   |                |         |
| 1.   | The system should generate an inter store requisition form and a Delivery Note DN to BSU and generate a GRN   |                |         |
| 2.   | The system should generate the grower application forms to be filled by the applicants (manually or online).  |                |         |
| 3.   | The system shall allow the posting of the approved forms and thereafter generate the contracts to be signed by the growers  |                |         |
| 4.   | <p>The system shall generate such reports as</p> <ol style="list-style-type: none"> <li>1. List of shortlisted growers</li> <li>2. List of approved growers</li> <li>3. List of rejected growers</li> <li>4. List of approved acreage and varieties</li> <li>5.</li> </ol>  |                |         |
|  | <p><b>Planting ,registration and Inspection</b></p> <ol style="list-style-type: none"> <li>1. The field officers continue to monitor the crop as it grows offering good support on crop husbandry.<br/>Field advisory notes are filled</li> <li>2. 21 days after planting, the crop is registered with the Kenya Plant Health Inspectorate Service (KEPHIS) as the certifying agency using the SR5 Forms.</li> <li>3. The farmers' accounts are debited with the registration fees which the company pays on their behalf.</li> </ol> |                |         |

| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
|     | <b>Inspection</b><br>1. As the crop matures, they are inspected by the certifying agency as true to type.<br>2. The agency charges inspection fees which the company pays on behalf of the farmer and have their accounts with the company debited with the respective amounts. |                |         |
| 5.  | The system shall generate an invoice and Delivery Note for the contracted growers and update the account as soon as the seed is collected   |                |         |
| 6.  | The system shall allow the posting of field advisory notes and SR5 forms for registration and SR6 forms for inspection.   |                |         |
| 7.  | The system shall generate an invoice for registration and inspection to the farmer  |                |         |
| 8.  | The system shall produce such reports in real time as:<br>1. Planting dates<br>2. Acreage of seed planted<br>3. Expected harvesting schedule)<br>4. Crop registration<br>5. Crop inspections<br>6. Pending/Rejected area<br>7. Approved crops and area                          |                |         |
|     | <b>Seed harvesting and Delivery:</b><br>As soon as the crop is mature, the fields are assessed and recommendation for harvesting commences. Samples are taken to determine moisture content.  |                |         |
| 9.  | The system shall allow the posting of advisory Notes and lab forms  |                |         |
| 10. | The system shall generate a Delivery Note and an invoice and update the farmer's account in the Financial system  |                |         |
| 11. | The system shall generate or allow posting of a transport order(SR7 forms)  |                |         |
| 12. | The system shall generate such reports as:<br>1. Harvesting schedule<br>2. Delivery schedule of samples.<br>3. Report on no. of bags issued to each grower for harvesting<br>4. Transport schedule  |                |         |
|     | <b>Drying, Processing/value addition</b><br>As soon as the seed is mature it is transported to be dried and processed   |                |         |
| 13. | The system should allow the posting or generate a permit/transport order  |                |         |
|     | Processing- the seed delivered shall be weight at the weighbridge, offloaded, cleaned and sampled, 'dockaged' and treated   |                |         |
| 14. | <b>Intake and weighbridge-steps:-</b><br>1. Truck stops at Token office-where it's given a token capturing details in permit and drivers details  |                |         |

| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
|     | <ol style="list-style-type: none"> <li>2. Truck enters barrier and stops on weighbridge, places token on card reader. Computer outputs gross weight (w1) into token. Forward barrier opens .truck proceeds to intake</li> <li>3. Truck driver goes to Drivers help desk office; places token on card reader and verify their details including gross weight.</li> <li>4. Truck stops at any weighbridge places token on reader, System outputs Tare weight (w2) onto token. Exit barrier opens.</li> <li>5. Driver goes to ticket office and places Token onto reader and system prints a Ticket. Driver Leaves token and takes ticket.</li> </ol>                  |                |         |
| 15. | The system should integrate with the weighbridge system and capture the ticket no.  |                |         |
| 16. | The system shall allow the posting of ticket No's to capture the net weight of the seed delivered.  |                |         |
| 17. | The system shall allow the posting of a work order form to request for materials from the store for value addition.   |                |         |
| 18. | The system shall allow the posting of the seed testing form for purity and germination.   |                |         |
| 19. | The system shall calculate the clean seed payable.  |                |         |
| 20. | The system shall generate a DN for dispatch to the processing section   |                |         |
| 21. | The system shall generate a work order or allow for the posting of a work order form  |                |         |
| 22. | The system shall generate a requisition for packing materials and chemicals for the seed treatment  |                |         |
| 23. | The system shall generate a running ticket and a DN to the marketing warehouses/distribution as the case may be.  |                |         |
| 24. | <p>The system shall give such reports in real time:</p> <ol style="list-style-type: none"> <li>1. Quantities of seed received/grower/variety</li> <li>2. List of farmers with deliveries and moisture content</li> <li>3. Seed drying charges</li> <li>4. Interim payment report</li> <li>5. Farmers statement</li> <li>6. Interim payment</li> <li>7. Final payment</li> <li>8. Bonus amounts and summary</li> <li>9. Lab analysis e.g. purity, germination</li> <li>10. Amount of chemical used</li> <li>11. Number of bags processed</li> <li>12. Cleaning loss</li> <li>13. Amount of screenings realized</li> <li>14. Count the number of packaging</li> </ol> |                |         |



| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
| 25. | <p><b>IMPORTS AND PROCESSING OF HORTICULTURAL SEEDS</b></p> <p>The processing unit is responsible for all the company's processing activities.</p> <p>Imported seed in bulk is sorted and or treated before packaging into the required weight of 2g,5g,10g,20g,30g,50g,100g,250g,500g,1kg,5kg and 10kg or any other weight requested by a customer. The packed seed is then transported to the warehouse for distribution.</p>   |                |         |
| 26. | <ol style="list-style-type: none"> <li>1. The system shall track the bulk seed received and processed into products.</li> <li>2. The system should capture units processed of the various weights</li> <li>3. The system should be able to track the materials used- bags,chemicals,stickers etc</li> <li>4. The system should be able to monitor all the inventory including the ones used for the processing</li> <li>5. The system should be able to inform the re-order levels for packaging materials and other products required for the processing</li> <li>6. The system should be able to generate periodical reports on products processed and packaged and their transfers.</li> </ol> |                |         |

## QUALITY ASSURANCE

| No  | Function  | Response Value | Comment |
|---|---|----------------|---------|
| <b>Quality Assurance</b>  |   |                |         |
| <p>The processes for this function include</p> <ol style="list-style-type: none"> <li>1. Monitoring the performance of the company products along the value chain and make the necessary recommendations</li> <li>2. Building linkages with regulatory bodies (national and international) involved in seed trade to in order accessing new developments.</li> <li>3. Issuing the required quality standard documentation in order to facilitate the company's seed trade (national and internal).</li> </ol> <p>Assure stakeholders on the quality of the company products through sampling and testing.</p> |   |                |         |
|   | <b>Seed Testing</b><br>This involves <ol style="list-style-type: none"> <li>1. Receiving of samples for testing</li> <li>2. Conduct test</li> <li>3. Report the results</li> </ol>  |                |         |
| 1.  | The system shall generate a sample card or allow the on-line filling of the sample card for seed count, purity and germination of a sample  |                |         |
|   | <b>Variety Testing-</b> This involves <ol style="list-style-type: none"> <li>1. Receiving and registration of samples</li> <li>2. Counting and planting</li> <li>3. Observation</li> </ol>  |                |         |
| 2.  | The system shall generate a sample card or allow the filling of a sample card on-line.  |                |         |
| 3.  | The system shall give reports in real time of <ol style="list-style-type: none"> <li>1. Test results of samples(purity, germination and pure germination seed) and the location of the various seed lots</li> <li>2. Sampling and re-sampling of lots in the various stores</li> <li>3. Pre-delivery results for payment to growers</li> <li>4. Quality Analysis.Cleaning loss % for payment</li> </ol> |                |         |
| 4.  | The system shall generate an ISTA standard certificate for export of seed   |                |         |

| No                            | Function   | Response Value | Comment |
|-------------------------------|--|----------------|---------|
| <b>Distribution and Sales</b> |  |                |         |
|                               | <p>As soon as the seed has been dressed and packaged, it is dispatched either to a central warehouse for distribution or send directly to the various distribution stores or warehouses.</p> <p>The distribution shall dispatch the seed to the various depots for sale to our customers(agents, stockists and retail).</p> <p>These depots are located in 6<sup>th</sup> Street,Nakivubo,Mbale,Kapchorua,Bukwa, Masindi and Mbarara in western Uganda. The sales transaction data generated from these depots should update the servers in Kampala in real time. The mode of connectivity to the servers should be indicated including the hardware the POS shall run on to produce sales sales/receipts.</p> |                |         |
| 1.                            | <p><b>Seed Stocking:-</b></p> <p>The system will generate or allow posting of the following:-</p> <ol style="list-style-type: none"> <li>1. Inter store Requisition</li> <li>2. Weighbridge Ticket</li> <li>3. DN</li> <li>4. GRN</li> <li>5. Transporters Invoice</li> <li>6. Loading instructions</li> </ol> <p>The system will generate the following outputs or reports</p> <ol style="list-style-type: none"> <li>1. Weighbridge ticket</li> <li>2. DN ,</li> <li>3. Waybill</li> <li>4. Goods Received Note(GRN)</li> <li>5. Stock movement report</li> <li>6. Stock status</li> <li>7. Store status</li> <li>8. Transporters payment report</li> </ol> <p>Stock intake report</p>                       |                |         |
| 2.                            | <p><b>Seed distribution</b></p> <p>The system will generate the following:-</p> <ol style="list-style-type: none"> <li>1. Inter store requisition/LPO,</li> <li>2. Loading instruction form,</li> <li>3. DN (with Lot Nos)</li> <li>4. GRN</li> <li>5. Transporters Invoice</li> </ol> <p>The system will give the following reports or outputs:-</p> <ol style="list-style-type: none"> <li>1. Dispatch form</li> <li>2. Weighbridge ticket</li> <li>3. DN,</li> <li>4. Way bill</li> <li>5. GRN</li> <li>6. Stock intake report</li> </ol>   |                |         |

| No | Function  | Response Value | Comment |
|----|---|----------------|---------|
|    | 7. Stock movement report<br>8. Stock status<br>9. Store status<br>10. Transporters invoice  |                |         |
|    | <b>Sales</b>  |                |         |
|    | The system should have a POS or equivalent software for retail sales<br>The POS system shall have compatibility with Electronic Signature Device or equivalent linked to URA  |                |         |
|    | VAT handling- apply Uganda's standard VAT rate 18% and supports zero rated/exempt categories. Generates VAT -inclusive/exclusive invoices and summary reports for URA filing  |                |         |
|    | EFRIS integration- Real time invoice validation with URA via secure API, s. Generates Fiscal Document Numbers (FDN), QR Code and anti-fake code. Captures and verifies TIN's against URA records to ensure tax eligibility.   |                |         |
|    | TIN validation- captures and verifies customer TINs against URA records to ensure tax eligibility   |                |         |
|    | Withholding Tax-Calculates WHT on services like consultancy and rent, Generates WHT certificates for supplier records.  |                |         |
|    | Credit-Debit- Issues URA compliant notes linked to original invoices. Adjusts VAT and revenue with full audit trail.  |                |         |
|    | Multi-currency- supports UGX and foreign currencies- syncs exchange rates from Bank of Uganda   |                |         |
|    | Process VAT- adjusted returns with inventory updates and URA- compliant reversal documentation and also linked with EFRIS(URA)  |                |         |
| 3. | Seed sales: -<br>The system shall do or generate the following: - <ol style="list-style-type: none"> <li>1. Check availability of stock</li> <li>2. Fill customer order form</li> <li>3. Payment of goods</li> <li>4. Generate cash sale</li> <li>5. Loading</li> <li>6. Dispatching of seed</li> </ol> |                |         |
| 4. | The system shall produce such reports in real time as: <ol style="list-style-type: none"> <li>1. Cash sales</li> <li>2. Periodic sales report</li> <li>3. Sales summary (stock, store)</li> <li>4. Sales reconciliation</li> <li>5. Stock reconciliation</li> </ol>                                     |                |         |
| 5. | The system shall generate the cash sales embedded with electronic signatures or QR Codes  |                |         |
| 6. | The systems shall generate a credit Note of returned sales.   |                |         |
| 7. | The Point-of-Sale System(POS)- This system should be linked via a   |                |         |

| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
|     | wide area network connectivity or through the internet connectivity for postings from our branches in Mbarara,6th Street,Nakibuvo, Mbale,Kapchorua,Masindi and Bukwo to hit the main server in Kampala in real time |                |         |
| 8.  | Indicate how your POS system shall link to the main server in Kampala(the location of the central server) either internet based or wide area network connectivity or any other mode- indicate                       |                |         |
| 9.  | The POS system should operate offline when there is a system connectivity outage  |                |         |
| 10. | The system should be able to give a report of the daily,monthly or any other periodical sales report  |                |         |
| 11. | The system should be able to give the branch their stock balances and daily banking's reports   |                |         |
| 12. | The system should be able to have new stock products added  |                |         |
| 13. | The system to provide for a mobile POS - selling either through phone or any other mobile device for our travelling sales staff   |                |         |

| No  | Function  | Response Value | Comment |
|---|---|----------------|---------|
| <b>Finance Function</b>   |   |                |         |
| The Finance department is involved in several functions   |   |                |         |
| <ol style="list-style-type: none"> <li>1. General Ledger</li> <li>2. Account Receivables</li> <li>3. Accounts Payables</li> <li>4. Cash Book</li> <li>5. Inventory Control</li> <li>6. Fixed Assets</li> <li>7. General Ledger</li> </ol> |   |                |         |
|   | <b>General Ledger</b> keeps centralized charts of accounts and corporate financial balances. It supports all aspects of the business accounting process. In this module, financial accounting transactions are posted, processed, summarized, and reported. It maintains a complete audit trail of transactions and enables individual business units to view their financial information, while parent companies can roll up all business subsidiaries and view the consolidated information. The system shall support the following functionality:- Chart of accounts structure - Financial consolidation & reporting - Journal entry - Journal voucher ledger transactions - Project cost ledger - Ledger controls - Multicurrency accounting & conversions - On-line inquiry reporting - Financial statement reporting – Financial report writer - Variance analysis - Additional financial reporting |                |         |
|   | <b>EFRIS Reporting</b> -Generates Financial statements per EFRS and Uganda's company's act.   |                |         |

| No  | Function   | Response Value | Comment |
|---|--|----------------|---------|
|   | <b>URA Tax Filing Reports</b> -Produces VAT,PAYE,WHT and corporate tax reports in URA formats  |                |         |
|   | <b>Audit trail and journal locking</b> - Maintains secure logs and prevent post period edits   |                |         |
|   | <b>URA Payment integration</b> - Generates export ready files for URA portal uploads   |                |         |
|   | <b>Budgeting and Forecasting</b> -enable multi-year planning, variance analysis and alerts for overruns  |                |         |
| 1.  | <p>The system shall allow posting of Updated General ledgers.</p> <p>The system shall allow posting of Journals.</p> <p>The system shall allow posting of Supporting schedules o f General Ledgers.</p> <p>The system shall allow posting of Financial calendar -Periods</p> <p>The system shall post Adjustment Journal Voucher</p>   |                |         |
| 2.  | <p>The system shall allow posting of a Clean Trial balance.</p> <p>The system shall posting of Lead schedules</p> <p>The system shall generate Statement of Financial Position.</p> <p>The system shall generate Statement of Profit or loss.</p> <p>The system shall generate Statement of cash flow</p> <p>The system shall generate Statement of changes in equity.</p> <p>The system shall generate Notes to the accounts &amp; Disclosures.</p> <p>The system shall generate Previous year comparatives.</p> <p>The system shall generate Budget comparatives.</p> <p>The system shall generate Trial Balances</p> <p>The system shall generate Chart of accounts</p> |                |         |
| <b>Budget Preparation</b>   |  |                |         |
| <ol style="list-style-type: none"> <li>1. The Budget Accountant shall receive departmental budget estimates and forward it to Finance Controller(FC).</li> <li>2. The Finance Controller(FC) shall set a committee to vet departmental estimates.</li> <li>3. The Budget Accountant shall receive the vetted departmental estimates for consolidation.</li> <li>4. The Finance Controller(FC) shall present the consolidated draft budget to management for discussion.</li> <li>5. The Finance Controller(FC) shall present the proposed budget estimates to the board for approval.</li> <li>6. The General Manager shall forward the budget proposal to the Board for approval.</li> <li>7. The Finance Controller(FC) shall receive the approved budget from Board and circulate to all HOD for adoption.</li> </ol> <p><b>Voting</b></p> <ol style="list-style-type: none"> <li>1. The accountant in charge of budget receives the approved budget for the year from the Finance Controller(FC) or his delegated authority.</li> <li>2. Open vote books for all departments and expenditure accounts code.</li> <li>3. Post the total budget amount per each cost element.</li> <li>4. On daily basis receive expenditures for voting and update the vote book.</li> <li>5. In case of any insufficient balance, refer to the HOD for necessary action.</li> <li>6. Print a Variance report showing actual versus budget expenditure on monthly basis</li> </ol> |  |                |         |
| 1.  | Budget preparation:-   |                |         |

| No | Function   | Response Value | Comment |
|----|--|----------------|---------|
|    | <p>The system shall allow posting of Departmental budget estimates</p> <p>The system shall allow posting of Previous year budget (at the beginning of system use)</p> <p>The system shall allow posting of Latest budget estimates</p>   |                |         |
| 2. | <p>The system will generate Vetted departmental estimates</p> <p>The system will generate Consolidated budget estimates</p> <p>The system will generate Approved budget</p> <p>The system will generate Departmental budget report</p> <p>The system will generate Consolidated budget report</p> <p>The system will generate Approved budget report</p> <p>The system will generate Projected Profit and loss balance sheet and cash flow</p>   |                |         |
| 3. | <p>Budget online voting:-</p> <p>The system will allow posting of Approved budget</p> <p>The system will allow online Approvals of Requisitions from user departments</p> <p>The system shall allow posting of Vote Transfer Form</p> <p>The system shall generate Daily, weekly, monthly, Quarterly and annual vote balance report</p> <p>The system shall generate Annual expenses report</p> <p>The system shall generate Variance analysis report</p>  |                |         |
|    | <p><b>Accounts Receivables</b></p> <p>Accounts Receivable tracks payments due to a company from its customers. It contains tools to control and expedite the receipt of money from the entry of sales to posting payments received. The System should support the following functionality:- AR Company Policies &amp; Procedures- Customers/Voucher Master Data- Bill Processing &amp; Aging Analysis- Credit Management- Cash/Payment Application, Receipt Processing- Journal Voucher Processing- AR Ledger Posting- Multicurrency accounting &amp; conversions- AR Transactions &amp; Controls- AR Reporting .The company has customers who at one time are debtors and at some other time are creditors.</p> <p>The finance module shall integrate with production , drying and the processing system seamlessly</p> |                |         |
| 4. | <p><b>Seed growers payments:</b></p> <p><b>NOTE:</b> One entity may be in both payable and receivable lists simultaneously and all STATEMENTS MUST CAPTURE</p> <p>The system shall generate Invoices to growers</p> <p>The system shall generate or post Payment instructions</p> <p>The system shall generate or post Weighbridge tickets</p> <p>The system shall generate GRN</p>  |                |         |

| No | Function   | Response Value | Comment |
|----|--|----------------|---------|
|    | <p>The system shall generate Transport invoice</p> <p>The system shall generate Cess invoice</p> <p>The system shall generate Interest on advances</p> <p>The system shall generate Aerial spray invoice</p> <p>The system shall generate Drying and cleaning invoice</p> <p>The system shall generate Growers listing report</p> <p>The system shall generate Growers statement aged report</p> <p>The system shall generate periodical Purchases schedule report per grower and seed variety</p> <p>The system shall generate Grower payment summary</p> <p>The system shall generate Detailed grower account statements</p> <p>The system shall generate Grower account balances</p> <p>The system shall generate Growers aging listing</p> <p>The system shall generate Input / advances report</p> <p>The system shall generate Forecasted advances and inputs amounts requires</p>   |                |         |
| 5. | <p>Other Debtors:-</p> <p>The system shall generate invoices to customers</p> <p>The system shall generate payment instructions</p> <p>The system shall allow posting of payment/Settlement</p> <p>The system shall generate Customer listing report</p> <p>The system shall generate Aged debtors listing report</p> <p>The system shall generate Detailed customer analysis report ( showing DN vs payments)</p> <p>The system shall generate Monthly debtors movement and listings report</p> <p>The system shall generate Monthly customer statements with cut off period and brought forward balances</p> <p>The system shall generate Debtors balances summary report</p> <p>The system shall generate List of documents (Cash sales,DN's, GRN's, credit notes)</p> <p>The system shall generate Sales analysis report</p> <p>The system shall generate Cash and credit sales report</p> <p>The system shall generate Sales vs GL reconciliation report</p> <p>The system shall generate Price list report</p> |                |         |
|    | <p><b>Accounts Payable</b></p> <p>1. Creditors clerk shall receive invoices, payment instructions, Imprest forms, payroll schedules etc. duly approved from Departments (procurement , Seed Driers, Marketing and Sunflower) and verify that all the supporting documents are in order and pass on to Creditors Accountant.</p>  |                |         |



| No | Function   | Response Value | Comment |
|----|--|----------------|---------|
|    | <ol style="list-style-type: none"> <li>2. All the above documents shall then be registered in the invoices received book by the creditor's accounts clerk and taken back to Creditors accountant.</li> <li>3. The creditor's accountant shall reconcile and post the invoices to the relevant suppliers account. If the purchased item is of capital nature, then the creditor's Accountant shall give a copy of allocation/summary of payment and invoice to fixed asset section</li> <li>4. Once the payment falls due, (within 30 to 45 days for trade creditors and 15 days for transporters from the date of invoice), the Creditors Accountant shall raise payment voucher</li> <li>5. The payment voucher is dully checked then forwarded to the Senior Accountant for approval</li> <li>6. The approved payment voucher is passed on immediately to the Accounts assistant for drawing a payment.</li> <li>7. Accounts clerk shall receive the payments and stamp 'PAID" all the payment attachments. He/she then records them in a payment payment schedule and thereafter forward to at least two company bank signatories</li> <li>8. The signatories shall review the accuracy and validity of the payments before signing the payments; the signed payments shall then be sent back to accounts clerk for dispatch</li> <li>9. Dispatch shall be done either through courier or authorized creditor picks the payment from the dispatch clerk</li> <li>10. Attachments shall be filed by creditor's accountant</li> </ol> |                |         |
| 6. | <p><b>Receipt, posting and payments of invoices</b></p> <p>The system shall allow posting of creditor invoice</p> <p>The system shall allow posting of Payment Instructions</p> <p>The system shall allow posting of Imprest application forms</p> <p>The system shall allow posting or generate Payroll schedule</p> <p>The system shall allow posting or generate Memos</p> <p>The system shall allow posting or generation of Attachments(GRN, Inspection report, Weighbridge ticket, Waybill)</p> <p><b>The system shall allow posting or generation of Foreign Travel Imprest application form</b></p> <ol style="list-style-type: none"> <li>1. The system shall generate payment vouchers</li> <li>2. The system shall generate Approved Payment voucher</li> <li>3. The system shall allow posting of payment/RTGS</li> <li>1. The system shall generate Summary of payment report</li> <li>2. The system shall generate Receipt registers</li> <li>3. The system shall generate Summary of invoices payable</li> <li>4. The system shall generate payment analysis</li> <li>5. The system shall generate AP Ledger Report ( have invoice number, LPO Number, GRN Number, VAT)</li> <li>6. The system shall generate Creditors listing</li> <li>7. The system shall generate payment Due date summary report</li> <li>8. The system shall generate payment schedule report</li> <li>9. The system shall generate payment register</li> <li>10. The system shall generate payment dispatch register</li> </ol>                  |                |         |

| No  | Function   | Response Value | Comment |
|-----|--|----------------|---------|
| 7.  | Policies and Procedure- The system shall check that the bank guarantee limit of the customer has not been exceeded.  |                |         |
| 8.  | The system shall allow other payment methods such as the Electronic Funds Transfer(EFT),Real time gross settlement(RTGS) and Credit Cards  |                |         |
| 9.  | The system shall use the Accrual basis accounting method   |                |         |
| 10. | The system shall support multiple bank and bank accounts   |                |         |
| 11. | The system shall allow drill down of AP accounts to drill down invoices from statements  |                |         |
| 12. | The system shall allow flexible invoice processing e.g. several invoices for a single payment or multiple payments for a single invoice.   |                |         |
| 13. | The system shall generate daily payment list following invoice aging.  |                |         |
| 14. | The system shall have the ability to put on hold an invoice until such time as the when it can be possibly paid.   |                |         |
| 15. | The system shall a Handle a batch filing system - each invoice will require a cross reference number in the system as well as a vendor code  |                |         |
| 16. | The system shall allow debit/credit memos on account of invoice  |                |         |
| 17. | Online data validation of account codes  |                |         |
| 18. | The system shall allow partial payment support or payment without invoices   |                |         |
|     | <b>Cash Book</b><br>1. On receipt of cash payment, the cashier in the company branches posts the receipts directly to the cashbook in the system, accounts receivable module and/or cash management module. These entries debits the bank/ cashbook and credits the receivables or general ledger<br>2. Postings are made directly to the cashbook by the accounts payable accountants .These transactions/entries credit the bank /cashbook and debit the respective accounts payables or general ledger.<br>3. Receive bank statements and posts all the entries in the cashbook on the statement side of cash management. Bank charges update both the cashbook and general ledger when posted.<br>4. Bank reconciliation<br>1. Match/journalize transactions that both appear on the cashbook side and statement side of cash management.<br>2. Investigate the outstanding issues e.g. if a payment is stale, a reversal of the payment is done, if a receipt has no corresponding entry in the statement inquire from the bank.<br>3. Print a bank reconciliation report from the system and take for approval.<br>4. All entries in the general ledger should reconcile with the entries in cashbook. If not investigate anomaly. |                |         |
| 19. | <b>Reciepts:-</b><br>The system shall allow posting of cash<br>The system shall allow posting of payment   |                |         |

| No  | Function   | Response Value | Comment |
|-----|--|----------------|---------|
|     | The system shall allow posting of Bank Slip<br>The system shall allow posting of Other Receipts<br>The system shall generate Cash register report<br>The system shall generate payment register report<br>The system shall generate Total cash received report<br>The system shall generate Cash book transaction report   |                |         |
| 20. | <b>Bank Statement capturing:</b><br>The system shall capture a Bank Statements<br>The system shall generate Bank balances report   |                |         |
| 21. | <b>Bank reconciliation</b><br>1. The system will provide Cash book transactions<br>The system will provide captured bank Statements<br>The system will generate Unpresented payments output<br>The system will generate Uncredited payments output<br>The system will generate Bank charges report<br>The system will generate Bank reconciliation report<br>The system will generate GL Report<br>The system will generate Cancelled payments report<br>The system will generate Reversed receipts report   |                |         |
|     | <b>Inventory Control</b> <ol style="list-style-type: none"> <li>1. Stock valuation-Supports FIFO,LIFO and weighted average. Aligns with Uganda's accounting standards</li> <li>2. UNBS compliance- tracks bar codes,batches,expiry dates as Uganda National Bureau of standards</li> <li>3. Customs documentation- Records URA Bill of Entry,duty paid status and bonded movements</li> <li>4. Inventory aging reports-Identify slow moving stock for audit and financial disclosures</li> <li>5. Multi-location inventory-Real time visibility across branches and warehouses.</li> <li>6. Stock reconciliation-Automates cycle counts and variance tracking with audit logs</li> <li>7. Receive stock movement report from various stores on monthly basis.</li> <li>8. Compare opening stock of respective stores with previous months closing stocks which should be the same.</li> <li>9. Compare stock receipts (purchases) with transfers from other stores. If not the same reconciliation takes place.</li> <li>10. Check whether various quantities sold as per the reports from various stores tie with the quantities as per the copies of cash sales and delivery notes for the month.</li> <li>11. Compile stock movement report from all stores to show total stock in the company at the end month. Then Reconcile with system stock position.</li> <li>12. Any variances to be noted and reconciled immediately.</li> </ol> |                |         |

| No  | Function  | Response Value | Comment |
|-----|---|----------------|---------|
|     | <b>Stock Taking</b> <ol style="list-style-type: none"> <li>1. Stock taking is the responsibility of stock controller in consultation with the Finance Controller(FC) or his appointee.</li> <li>2. Organize for physical stock count on quarterly basis, at various stores to ascertain the accuracy of stock movement reports</li> <li>3. At the end of every quarter, stock count exercise is allocated to various finance staff.</li> <li>4. Circulate memo indicating the date of stock take and stock take instructions.</li> <li>5. Ensure that stock sheets are available and issued for each store or station. The stock sheet entails the lists of all items (stock items) to be counted.</li> <li>6. The staff concerned with the help of the stores supervisor should ensure that all stocks have been counted including low germinating stocks, which should be put on a separate sheet.</li> <li>7. At the end of the exercise signed stock sheets are handed over to the stock control section within 48 hrs.</li> <li>8. The stock control section compares the quantities of closing stock in the stock movement report with the quantities counted. In case of any differences a query is raised to the respective store.</li> <li>9. The quantities of the physical count are posted to the system</li> <li>10. Analyze the variances between the physical count and the system balances and effect the necessary transactions</li> <li>11. Report of obsolete stocks for disposal is handed over annually or as necessary to the disposal committee for deliberations and subsequently authorized for disposal.</li> </ol> |                |         |
| 22. | The system shall allow posting Opening stock sheet<br>The system shall allow posting Closing Stock sheet<br>The system shall allow posting stock receipts (purchases)<br>The system shall allow posting Stock sheet<br>The system shall allow posting Approved Inventory Cost Sheet<br>The system shall generate Total stock<br>The system shall generate Stock variances<br>The system shall generate Stock valuation report<br>The system shall generate Stock movement report<br>The system shall generate Stock status report<br>The system shall generate Aged Inventory Reports<br>The system shall generate Expiry Reports   |                |         |
| 23. | The system shall allow On-line request for requisition generation/approval  |                |         |
|     | <b>Fixed Assets</b> <b>1. FIXED ASSET ACQUISITION</b> <ol style="list-style-type: none"> <li>1. Every department should come up with a departmental capital budget at the beginning of each financial year, which should be approved by the Board of Directors.</li> <li>2. At the time of acquisition, the individual department raises a requisition form for purchase of</li> </ol>  |                |         |

| No | Function  | Response Value | Comment |
|----|---|----------------|---------|
|    | <p>the assets to procurement department whereby the procurement procedures are commenced and followed until the asset is acquired.</p> <p><b>2. RECOGNITION OF FIXED ASSET IN THE COMPANY'S BOOKS</b></p> <ol style="list-style-type: none"> <li>1. All expenditure on the acquisition, creation or enhancement of tangible fixed assets must be capitalized on accrual basis.</li> <li>2. All assets upon acquisition should be recognized to the General ledger through the accounts payable module.</li> <li>3. The fixed assets section will be responsible for;</li> <li>4. Maintaining a detailed record of fixed asset addition schedule detailing description, date asset was acquired, supplier, invoice No., Cost, Location and assigned department.</li> <li>5. Updating the fixed assets register in the fixed assets module with the above details accordingly.</li> <li>6. Once property plant and equipment are inspected or recorded in fixed asset they are assigned a unique bar code number and tagged.</li> </ol> <p><b>3. FIXED ASSETS VALUATION AND REVALUATION</b></p> <ol style="list-style-type: none"> <li>1. All Company fixed assets must be recorded in the books of accounts at their initial cost or revaluation value.</li> <li>2. When a fixed asset is revalued, the increase must be credited to the fixed asset revaluation reserve account.</li> <li>3. Company plant and machinery will be revalued at period of at least 5 years interval and the revised amount included in the balance sheet.</li> </ol> <p><b>4. FIXED ASSETS INTER DEPARTMENTAL TRANSFERS</b></p> <ol style="list-style-type: none"> <li>1. Any asset identified for interdepartmental transfer should be brought to the attention of the Asset accountant and the Finance Controller(FC) or General Manager in writing for approval, giving the descriptions and reason for transfer by the departments concerned.</li> <li>2. After approval asset transfer form is filled and approved by head of department concerned and the Finance Controller(FC)</li> </ol> <p><b>5. FIXED ASSETS DISPOSAL</b></p> <ol style="list-style-type: none"> <li>1. The assigned employee will report worn-out obsolete assets or idle assets with minimal or no cash benefit to the Head of Department indicating the description and condition.</li> <li>2. The Head of Department will in turn advice the disposal committee who will inspect all worn-out/obsolete assets before they are removed and bonded.</li> <li>3. The disposal committee will in turn forward the list to the General Manager indicating reasons for disposal.</li> <li>4. The General Manager will forward the same to the Board of Directors for their approval</li> <li>5. Upon approval by the Board, the asset will be advertised for sale or disposal through the local media for tendering or any other approved method of disposal.</li> <li>6. Once the disposed assets have been fully paid for the fixed assets section will update the assets register cross referencing the receipt number.</li> </ol> |                |         |

| No | Function  | Response Value | Comment |
|----|---|----------------|---------|
|    | <p><b>6. DEPRECIATION</b></p> <ol style="list-style-type: none"> <li>1. Depreciation must be provided for all fixed assets with a finite useful life, which is determined at the time of capitalization.</li> <li>2. Provision for depreciation must be made by allocating the cost less estimated residual value of the asset over the periods expected to benefit from their use. The rates will be applied on a straight-line basis as per the International Accounting Standards. The applicable rates, unless other rates approved by the Board of Directors will be as follows<br/>Computer 33.3% Motor vehicles 25% Plant &amp; Machinery 10% Tools &amp; Equipment 20% Furniture &amp; Fitting 20% Leasehold properties – over the lease period.</li> </ol> <p><b>7. FIXED ASSETS WRITE OFFS</b></p> <ol style="list-style-type: none"> <li>1. Any obsolete/worn out fixed asset which has gone through the disposal process and yet cannot be disposed because of its condition should be brought to the attention of the General Manager by the Disposal Committee for onward forwarding to the Board of Directors for approval of write off. This only occurs when an asset will be of no economic value. This will also apply to assets, which have been identified to be used as antiques and displayed on the Company's premises.</li> <li>2. After approval the fixed asset section should be notified in written form with a copy of approval from the Board for necessary adjustments to be passed in the Fixed Assets records.</li> </ol> |                |         |
| 1. | <p>The system shall generate an asset Requisition form</p> <p>The system shall generate a GRN</p> <p>The system shall capture Supplier Invoice and DN</p> <p>The system shall allow posting of Inspection report</p> <p>The system shall allow posting of Memos</p> <p>The system shall generate an Asset transfer form</p> <p>The system shall generate a Fixed Asset register</p> <p>The system shall allow posting of SSU Fixed Asset Policy Document</p> <p>The system shall generate a Disposal Form</p> <p>The system shall generate a Re-evaluation Form</p> <p>The system shall generate a LPO</p> <p>The system shall generate Activity Status report</p> <p>The system shall generate Useful Life report</p> <p>The system shall generate List of assets report</p> <p>The system shall generate a Report on updated fixed Asset register</p> <p>The system shall generate Fixed asset revaluation reserve account report.</p> <p>The system shall generate fixed asset register report</p> <p>The system shall generate Fixed asset addition schedule</p> <p>The system shall generate List of disposed assets, write-offs and transfers</p> <p>The system shall generate List of tagged Assets</p> <p>The system shall generate Activity Reports</p>  |                |         |

| No | Function   | Response Value | Comment |
|----|--|----------------|---------|
|    | The system shall generate Fully Depreciated Assets   |                |         |
| 2. | The system should Track assets by number, description, type, tag number, location, PO, invoice, date of purchase.tc. |                |         |

| No                    | Function  | Response Value | Comment |
|-----------------------|---|----------------|---------|
| <b>Human resource</b> |   |                |         |
|                       | <p>The Human Resource department is responsible for all matters dealing with the management of the workforce at Kenya Seed Company. The HR department has functional units that include; Personnel, Payroll, Training and Development and staff welfare.</p> <p>The bulk of functions in the department are accomplished either manually or semi-manually. This situation has resulted in a number of difficulties, including lack of integration, long duration of data gathering and information processing, and inconsistent information delivery.</p> <p>The HR department, in collaboration with the IT department undertakes the responsibility of spearheading the implementation of a Human Resource Management Information System.</p> <p>The human resource dept has the following processes:</p> <ol style="list-style-type: none"> <li>1. Recruitment &amp; Selection</li> <li>2. Performance Appraisal</li> <li>3. Training &amp; Development</li> <li>4. Disciplinary</li> <li>5. Leave</li> <li>6. Medical</li> <li>7. Staff Exit</li> <li>8. Attendance Management</li> </ol> <p><b>1. Recruitment</b></p> <p>Recruitment of staff is guided by the company recruitment and selection policy.</p> <ol style="list-style-type: none"> <li>1. The user department raises a request for additional staff to General Manager for him to approve or reject.</li> <li>2. HR confirms existence of vacancy and prepares job analysis.</li> <li>3. The vacant position is advertised through newspapers and in our website. Applications are received through emails or post and a summary of all applicants is prepared.</li> <li>4. Recruitment committee then shortlists and interview on successful applicants is done.</li> <li>5. Appointment letters are send to successful qualified applicants and induction program to the company is drawn.</li> </ol> <p><b>2. Performance Appraisal-Online</b></p> <p>This is process done half yearly.</p> <ol style="list-style-type: none"> <li>1. HR issues performance appraisal requests to employees through the portal. The staff appriase themselves on the portal and submit to their HOD's for approval.</li> <li>2. HR then receives dully filled appraisal forms with comments from HOD.</li> <li>3. Upon receiving from all departments, HR compiles a report and sends it to GM for consideration and approvals.</li> </ol> |                |         |



| No | Function   | Response Value | Comment |
|----|--|----------------|---------|
|    | <p>4. Finally, HR receives back appraisal for action and filing.</p> <p><b>3. Training &amp; Development</b><br/>In developing employees' capacity, the following processes are undertaken;</p> <ol style="list-style-type: none"> <li>1. Request for training needs requirement from departments.</li> <li>2. Training and Development committee for discussion and approval.</li> <li>3. Training plan prepared.</li> <li>4. Training undertaken.</li> <li>5. Impact of the training undertaken evaluated after 3 months.</li> </ol> <p><b>4. Disciplinary</b></p> <ol style="list-style-type: none"> <li>6. HOD will notify HR of disciplinary case against employee.</li> <li>7. Upon receiving complain, HR will analyze and investigate.</li> <li>8. Where employee is found to have committed an offense, one may be suspended or interdicted.</li> <li>9. Employee is invited before disciplinary committee and a recommendation from the committee is forwarded to MD for approval/direction.</li> </ol> <p><b>5. Online leave</b><br/>Online leave is a web based system that streamlines communication between HR and employees and facilitates simple yet efficient management of employee leave.</p> <ol style="list-style-type: none"> <li>1. Confirmation from the employee on the number of leave days from HR</li> <li>2. Online application and forwarding to the supervisor/HOD</li> <li>3. Forwarding to HR for processing</li> </ol> <p><b>6. Medical</b></p> <ol style="list-style-type: none"> <li>1. HR issues a medical claim form or a letter to legible health provider incase employee/dependant is admitted.</li> <li>2. A dully filled and signed form attached with receipts or invoice from a health provider is received.</li> <li>3. A covering letter/memo is written and attached to medical form/invoice and send to finance for payment.</li> </ol> <p><b>7. Staff Exit</b></p> <ol style="list-style-type: none"> <li>1. Information on employee departure is received by HR through MD/HOD.</li> <li>2. HR will invite the employee for an exit interview.</li> <li>3. Employee fills a clearance form and forwards to HRM who notifies the finance (Payroll section) to process the final payment, ICT dept to disable the employee's email and system access. HR finally issues a certificate of service.</li> </ol> |                |         |
| 1. | <p><b>Recruitment and selection:-</b><br/>The system shall allow posting of Staff establishment<br/>The system shall allow posting of Bio Data form<br/>The system shall generate or post Orientation program -start and end date<br/>The system shall generate a Letter of appointment<br/>The system shall generate Job description</p>  |                |         |



| No | Function   | Response Value | Comment |
|----|--|----------------|---------|
|    | <p>The system shall allow posting of a Letter of confirmation</p> <p>The system shall generate a Orientation report</p> <p>The system shall capture costs (advertisement, transport and accommodation)</p> <p>The system shall generate List of shortlisted applicants</p> <p>The system shall generate List of successful/unsuccessful applicants</p> <p>The system shall generate Mail merged letters</p> <p>The system shall generate Applicants history</p> <p>The system shall generate Personnel record</p> <p>The system shall generate Age analysis</p> <p>The system shall generate Gender balance</p> <p>The system shall generate ethnicity balance report</p> <p>The system shall provide Employee bank details</p> <p>The system shall provide Employee next of kin</p> <p>The system shall generate List of employees on induction</p> |                |         |
| 2. | <p><b>Performance appraisal:-</b></p> <p>The system shall generate a standard appraisal form</p> <p>The system shall allow posting of the standard appraisal form</p> <p>The system shall generate List of staff appraised</p> <p>The system shall generate Ratings/scores</p> <p>The system shall generate Results of appraisal ( TNA, awards of increment, promotion, transfer and so on)</p>  |                |         |
| 3. | <p><b>Training and development:-</b></p> <p>The system shall allow posting of TNA questionnaire</p> <p>The system shall allow posting of Training impact objective form</p> <p>The system shall generate Training requirement report</p> <p>*The system shall generate Training timetable (course, venue, dates, trainers &amp; attendees)</p> <p>The system shall generate List of attendees</p> <p>The system shall generate List of preferred training institutions</p> <p>The system shall generate List training programs</p> <p>The system shall generate Employee Training history</p> <p>The system shall generate Training impact evaluation report</p> <p>The system shall generate list of employee trained</p> <p>The system shall generate Training cost of courses</p>   |                |         |
| 4. | <p><b>Disciplinary:-</b></p> <p>The system shall allow posting of Disciplinary process record (DPR)</p> <p>The system shall generate the Show cause letter</p> <p>The system shall allow posting of Response from accused</p> <p>The system shall allow posting of Disciplinary committee (dates &amp;</p>   |                |         |

| No | Function  | Response Value | Comment |
|----|---|----------------|---------|
|    | <p>members).</p> <p>The system shall allow posting of Punishment meted</p> <p>The system shall produce Disciplinary letters and warnings</p> <p>The system shall generate Active disciplinary cases, past and pending cases</p> <p>The system shall generate Employee court cases reports</p> <p>The system shall generate Disciplinary actions reports</p> <p>The system shall generate Employee Disciplinary history</p> <p>The system shall generate Categories/types of discipline</p> <p>The system shall generate Rate of disciplinary cases</p>  |                |         |
| 5. | <p><b>Online leave</b></p> <p>The system shall allow online filling of leave request form</p> <p>The system shall allow online approval of leave request</p> <p>The system shall generate an approved leave form</p> <p>The system shall generate Employee leave balances report</p> <p>The system shall generate Leave allowance per job group report</p> <p>The system shall generate Leave allowance pay and pay in lieu of leave report</p> <p>The system shall generate Employees leave categories report</p> <p>The system shall generate Costing days not taken at end of year (Accruals)</p> <p>The system shall generate Leave planner</p> <p>The system shall generate No of employees on leave, date of reporting report</p> <p>The system shall generate Leave analysis report</p>  |                |         |
| 6. | <p><b>Medical</b></p> <p>The system shall generate a standard letter of introduction to a medical supplier</p> <p>The system shall allow posting of the standard letter of introduction to a medical supplier</p> <p>The system will generate or allow posting of a Memo to a health provider</p> <p>The system will generate or allow posting of a Letter to eligible health provider</p> <p>The system will generate Medical claim employee list</p> <p>The system will generate Medical expenditure (limits vs Actuals) reports</p> <p>The system will generate Medical balance per employee report</p> <p>The system will generate Dependant list covered by medical scheme report</p> <p>The system will generate Approved medical providers</p> <p>The system will generate Expenditure by employee family members</p> <p><b>The system will generate Medical analysis report</b></p> |                |         |

| No  | Function   | Response Value | Comment |
|-----|--|----------------|---------|
| 7.  | <b>Attendance:-</b><br>The system shall capture Check in time<br>The system shall capture Check out time<br>The system shall generate Hours clocked<br>The system shall generate absence<br>The system shall generate cause of absence by linking with other HR processes<br>The system shall link with the payroll system   |                |         |
| 8.  | <b>Staff exit:-</b><br>The system shall allow posting of notice to quit of letter<br>The system shall allow posting of Exit interview questionnaire<br>The system shall allow posting of Clearance form<br>The system shall generate or post Termination letters<br>The system shall generate Terminated employees report<br>The system shall generate Certificate of service<br>The system shall generate Staff turnover analysis report  |                |         |
| 9.  | <b>Payroll:-</b><br>The system shall generate or allow posting of Salary advance form<br>The system shall generate or allow posting of Deduction instruction forms<br>The system shall generate payslips<br>The system shall generate Payroll<br>*The system shall generate Bank transfers<br>The system shall generate a Coin analysis report<br>*The system should do Electronic fund transfer<br>The system shall generate Income tax report (P9, P10)<br>The system shall generate Pay slips<br>*The system shall generate Cost tracking report<br>The system shall generate Members pension statement report<br>The system shall generate Overtime report<br>The system shall generate Statutory deductions reports<br>The system shall Loan balance reports<br>The system shall generate Transactions report |                |         |
| 10. | <b>Payroll module- compliance standards</b>  |                |         |
| 11. | <b>PAYE Calculation</b> -Computes PAYE based on progressive tax brackets with allowances and exemptions  |                |         |
| 12. | <b>NSSF Contributions- Calculates employer 10% and employee 5% contributions</b>   |                |         |
| 13. | <b>Local Service Tax (LST)</b> -Deducts LST based on employee location and salary thresholds   |                |         |
| 14. | <b>URA Payroll Reporting</b> -Produces monthly reports for PAYE, LST and WHT   |                |         |

| <b>No</b> | <b>Function</b>   | <b>Response Value</b> | <b>Comment</b> |
|-----------|---|-----------------------|----------------|
| 15.       | <b>Employee statutory records-</b> captures National ID, TIN,NSSF number and contract details                         |                       |                |
| 16.       | <b>Gratuity and leave tracking-</b> Tracks accruals, usage and carry forward balances                                 |                       |                |
| 17.       | <b>Pay slip compliance-</b> Generates detailed pay slips with gross, deductions, net pay and statutory contributions. |                       |                |

| No   | Function | Response Value | Comment |
|--|----------|----------------|---------|
| <b>Procurement</b>   |          |                |         |
| <b>Procurement Processes Description.</b> <ol style="list-style-type: none"> <li>1. Procurement Planning</li> <li>2. Purchasing</li> <li>3. Receipting and warehousing</li> <li>4. Disposal</li> </ol> <b>Compliance standards-</b> <ol style="list-style-type: none"> <li>a) <b>Supplier TIN &amp; VAT status-</b> captures supplier TINs and VAT status-validates against URA for input tax eligibility</li> <li>b) <b>EFRIS matching-</b> matches supplier invoices with URA's systems- Ensures authenticity and prevents fraud.</li> <li>c) <b>Tracking-</b> <ol style="list-style-type: none"> <li>i. Duty classification,</li> <li>ii. excise duty,</li> <li>iii. VAT on imports,</li> <li>iv. Infrastructure levy,</li> <li>v. WHT on imports</li> <li>vi. customs entry,</li> <li>vii. PO matching (PO,GRN and invoice) for financial control</li> <li>viii. LST deductions based on supplier location.</li> </ol> </li> </ol><br><b>1. Process Steps for Procurement Planning</b> <ol style="list-style-type: none"> <li>1. The Head of Procurement shall receive the Annual Departmental Procurement plans submitted by the respective Heads of Departments, 30 days before the end of every financial year.</li> <li>2. The Head of Procurement shall consolidate all the departmental plans.</li> <li>3. The Head of Procurement shall assist HODs in detail with their procurement requirements in line with the budgetary provisions and timing covering a period of one financial year.</li> <li>4. The Head of Procurement shall ensure that Procurement Plans are updated in consultation with heads of departments throughout the year in response to changes in the relevant markets and as well as within the company.</li> <li>5. The Head of Procurement shall prepare regular reports on the performance of procurement against the procurement plans for review by user departments.</li> <li>6. The Head of Procurement shall implement the Consolidated Procurement Plans timely to ensure uninterrupted flow of goods and services. The underlining considerations in this respect shall be competitiveness, value for money and maintenance of good relationships with key suppliers and user units.</li> <li>7. The Head of Procurement shall ensure that the Consolidated Procurement Plan is approved by the Tender Committee and the Management before implementation</li> </ol> |          |                |         |

| No   | Function   | Response Value | Comment |
|--|--|----------------|---------|
| <b>2. Process Steps for Purchasing</b>                 |  |                |         |
|  | 1. The Head of Procurement shall receive requisitions from respective HODS and study the specifications on the purchase requisitions to ensure their clarity and completeness with a view to minimizing restrictive specifications such as brand or trade names, patent design or type, specific origin, producer or service provider unless there is no sufficient or intelligible way of describing the requirements and provided that words such as 'or equivalent' are included in the specifications. |                |         |
|  | 2. The Head of Procurement shall investigate the supply market in order to establish sources of supply, improve on specifications where necessary, market prices, technology issues and any other relevant market information in case prequalification of potential suppliers might not have been carried out.   |                |         |
|  | 3. The Head of Procurement shall ensure that Bids are submitted in line with instructions in the bid document and the Evaluation of the bids shall be done in accordance with the provisions of Regulation 66 of the PPDR 2006 (Bids Evaluation).  |                |         |
|  | 4. After the analysis of bids, the Head of Procurement shall forward them to the Procurement Committee or the Tender Committee who shall adjudicate (where necessary as per approval thresholds) and make award to the most competitive bidder. The award shall be communicated to the successful bidder by the Procurement Division, which acts as the secretariat to the tender committee. A contract shall then be drawn and signed or LPO issued accordingly.  |                |         |
|  | 5. The Head of Procurement shall issue a Purchase Order (PO) and the original sent to the selected supplier and details of every PO dispatched shall be entered into the PO Release/dispatch Register.   |                |         |
|  | 6. The Head of Procurement shall maintain reports to facilitate continuous review of all outstanding orders. This report shall include as a minimum:   |                |         |
|  | 1. PO Number   |                |         |
|  | 2. PO date   |                |         |
|  | 3. Name of Supplier  |                |         |
|  | 4. Requisitioners  |                |         |
|  | 5. Requisition Number  |                |         |
|  | 6. Requisition date  |                |         |
|  | 7. Description of goods  |                |         |
|  | 8. Quantity ordered  |                |         |
|  | 9. Quantity received (for partial receipt)   |                |         |
| <b>3. Process steps for Receipting and Warehousing</b> |  |                |         |
|  | 1. The Stores Purchasing assistant shall receive goods delivered by the supplier and record in the in-ward register. The delivery shall be checked to ensure the correct item and quantity has been delivered at the agreed time.  |                |         |
|  | 2. The Stores Purchasing Assistant shall arrange for inspection for quality, quantity and correct price by the inspection and Acceptance Committee.  |                |         |
|  | 3. The Stores purchasing assistant shall raise a Goods Received Note which shall show the item code number, the items received, the order reference number, the quantity, unit of issue, the supplier's name, the value and user or stock location.  |                |         |
|  | 4. Following the issuance of the Goods Received Note and completion of inspection, the Stores purchasing assistant shall move the delivered goods to the storage location which shall be either fixed or random  |                |         |

| No   | Function  | Response Value | Comment |
|--|---|----------------|---------|
| and update the stock ledger register and Bin card. |   |                |         |
| 1.   | The Stores Purchasing Assistant shall issue stores rejection note for any supplies that fall short of quality specification and it shall accompany returned the goods   |                |         |
| 1.   | Planning- Annual Departmental Procurement plan:-<br>The system shall allow posting of Department Plans<br>The system shall allow posting Approved Budget<br>The system shall allow posting Notification Note<br>The system shall allow posting Activity Plan<br>The system shall generate Consolidated approved plans.<br>The system shall generate Annual and quarterly Corporate Status report  |                |         |
| 2.   | Tendering-Prequalification of suppliers: -<br>The system shall allow posting of Supplier Applications<br>The system shall allow posting of SSU Approved Price List<br>The system shall generate a Prequalified suppliers list<br>The system shall generate a Supplier performance report<br>The system shall generate a Price list per supplier report<br>The system shall generate a Report on annual prequalified suppliers list  |                |         |
| 3.   | Purchasing-Raising of online requisitions & Online approval of requisitions<br>-<br>The system shall allow submission of online Requisition form<br>The system shall allow Approval of online requisition forms<br>The system shall generate Report on requisitions received<br>The system shall generate Report on approved / rejected requisitions<br>The system shall generate Report on awarded supplier<br>The system shall generate Report on duly filled requisition form<br>The system shall generate Requisition status report<br>The system shall generate Annual, quarterly and monthly departmental status report |                |         |
| 4.   | Purchasing -Online expenditure Approval<br>The system shall allow submission of online Requisition form<br>The system shall allow Approval of online requisition forms<br>The system shall generate Voted requisition form<br>The system shall generate Budget balances report<br>The system shall generate Vote book balance report<br>The system shall generate Spend analysis report   |                |         |
| 5.   | Purchasing-Generate and Issuance of LPO:-<br>The system shall allow posting of Approved requisition form<br>The system shall Generate approved LPO<br>The system shall generate a Report on annual ,quarterly and monthly raised LPO's , for corporate and departmental<br>The system shall generate Report of open orders  |                |         |

| No | Function  | Response Value | Comment |
|----|---|----------------|---------|
|    | <p>The system shall generate Purchase order history</p> <p>The system shall generate Outstanding order report</p> <p>The system shall generate Closed orders report</p>   |                |         |
| 6. | <p>Receipt and Inspection of goods:-</p> <p>The system shall capture and verify LPO</p> <p>The system shall allow posting of Supplier DN</p> <p>The system shall allow posting of Supplier Invoice</p> <p>The system shall generate a GRN</p> <p>The system shall allow posting of inspection report</p> <p>The system shall generate Report on goods received</p> <p>system shall generate Report on rejected /returned goods</p> <p>the system shall generate GRN reports</p> <p>system shall generate Inspection Reports</p> <p>system shall generate Supplier performance report</p> <p>system shall generate Purchase order history report</p> |                |         |
| 7. | <p>Warehousing: -</p> <p>The system shall provide an Online GRN</p> <p>The system shall Generate Stock ledger register and Bin card</p> <p>The system shall generate Stock ledger report</p>  |                |         |
| 8. | <p>Warehousing-Online Issuance:-</p> <p>The system shall provide Online Internal requisitions</p> <p>The system shall Generate Delivery note</p> <p>The system shall Generate Goods received note</p> <p>The system shall Generate Report on dispatched goods</p> <p>The system shall Generate Report on reorder level</p> <p>The system shall Generate Report on reorder quantity</p> <p>The system shall Generate Report on maximum and minimum stock</p> <p>The system shall Generate Annual , Quarterly, Monthly, weekly and daily stock status report</p> <p>The system shall Generate report on slow moving stock</p>                         |                |         |



## **SECTION 2 – SUPPLIER QUESTIONNAIRE**

### **2.0 QUESTIONNAIRE**

Suppliers willing to be considered for the **TENDER** are expected to furnish among others the following vital information, which will be treated in strict confidence by the company. Answer every question. If the question does not apply to you please write N/A.

| No.  | PARTICULARS  | RESPONSE   |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
|--|--|--|----------|----------|--|--|---|--|--|--|---|--|--|--|----------------------------|--|
| 2.1  | Full name of organization: _____   |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
|  | Is your organisation<br>(Please answer Yes or No)  | <table border="1"> <thead> <tr> <th>Question</th><th>Response</th></tr> </thead> <tbody> <tr> <td>i) A public limited company? If yes, please attach copies of the company's memorandum of association and articles including any change of name</td><td></td></tr> <tr> <td>ii) Public listed company? If yes, attach copies as (i) above</td><td></td></tr> <tr> <td>iii) A limited company? If yes, attach copies as (i) above</td><td></td></tr> <tr> <td>iv) A partnership? If yes attach partnership deed</td><td></td></tr> <tr> <td>v) a sole trader? If yes attach business certificate</td><td></td></tr> <tr> <td>vi) other (please specify)</td><td></td></tr> </tbody> </table> | Question | Response | i) A public limited company? If yes, please attach copies of the company's memorandum of association and articles including any change of name |  | ii) Public listed company? If yes, attach copies as (i) above |  | iii) A limited company? If yes, attach copies as (i) above |  | iv) A partnership? If yes attach partnership deed |  | v) a sole trader? If yes attach business certificate |  | vi) other (please specify) |  |
| Question   | Response   |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| i) A public limited company? If yes, please attach copies of the company's memorandum of association and articles including any change of name |  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| ii) Public listed company? If yes, attach copies as (i) above  |  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| iii) A limited company? If yes, attach copies as (i) above   |  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| iv) A partnership? If yes attach partnership deed  |  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| v) a sole trader? If yes attach business certificate   |  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| vi) other (please specify)   |  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.2  | Date of Registration of your company (Attach a copy of certificate of incorporation):  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.3  | Full physical address of principal place of business:  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
|  | Full postal address of the principal place of business (include the postal code):  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
|  | No branches and locations  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.4  | Office telephone number(s)<br>Landline:<br>Mobile:   |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.5  | Fax number: where applicable   |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.6  | E-mail address:  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.7  | Website address (if any):  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.8  | Company Tax TIN: (Kindly Provide a copy of the VAT and TIN Certificate <b>from URA</b> )   |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.9  | Nationality of Owners  |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.10   | Tax Compliance certificate (Kindly provide a current copy of Tax Compliance certificate <b>from URA</b> )                          |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |
| 2.11   | Compliance with statutory payments i.e. NSSF and Other obligatory areas (please attach evidence of payments for the company staff) |  |          |          |  |  |   |  |  |  |   |  |  |  |                            |  |

|      |  |  |
|------|--|--|
| 2.12 | Period in which you have been in the specific business   |  |
| 2.13 | Names of the Shareholders, All directors and Partners (Please indicate the citizenship of the directors) |  |
| 2.14 | Provide the name of company's certified Secretary/Auditors   |  |
| 2.16 | <i>Please provide a copy of the most recent annual return together with a filing receipt.</i>            |  |
| 2.18 | Contact person within the organization to whom enquiries about this TENDER should be directed:           | <b>NAME:</b><br><b>TITLE</b><br><b>TELEPHONE</b><br>➤ <b>Office:</b><br>➤ <b>Mobile:</b><br><b>FAX:</b><br><b>EMAIL:</b> |

### 3.0 FINANCIAL INFORMATION

| No. | PARTICULARS  |   |                                       |
|-----|--|---|---------------------------------------|
| 3.1 | What was your turnover in the last two years?  | .....<br>for year ended<br>--/--/----   | .....<br>for year ended<br>--/--/---- |
| 3.2 | Has your organization met all its obligations to pay its creditors and staff during the past year? | Yes / No  |                                       |
|     | If No, please give details   |   |                                       |
| 3.3 | What is the name and branch of your bankers (who could provide a reference)?                       | Name of Bank:<br>Branch:<br>Bank Account number(s):<br>Telephone Number:<br>Postal Address:<br>Contact Person Name:<br>Contact Person's Position:<br>Contact Person's E-mail: |                                       |
| 3.4 | Provide a copy of <i>statement of your cash flow forecast for the current year</i>                 |   |                                       |

### 4.0 QUALITY ASSURANCE

- a) Please provide details of any quality assurance accreditation that your company holds, e.g. ISO 9000 certifications and a copy of your quality manual. If no accreditation held, please provide a description of your quality system.
- b) Please provide details of any quality accreditations for which you have applied.
- c) Please state what awards, if any, your company has been awarded.

## 5.0 STAFF EMPLOYED

- a) Please indicate the number of permanent and contract staff employed by the organization in Uganda.
- b) Please indicate the number of dedicated staff directly involved in the provision of the service.
- c) What is your percentage of staff turnover for the last 3 years?
- d) Please indicate what policies you adopt in assessing the competence of staff to be employed.

## 6.0 RELEVANT REFERENCES

- Please provide details of at least Five (5) **top** customers that the firm has provided similar services over the last three (3) years, or that are relevant to this TENDER document.
- **Attach copies of LPO's, Letters of award/signed contracts/ Recommendation letter.** Note that the referees may be contacted without further references to you.

## 7.0 PROFESSIONAL ORGANIZATION

Please indicate which professional or trade bodies your company belongs to and any relevant industry awards.

## 8.0 INSURANCE

Please indicate which insurance policies your company holds with relevant limits of indemnity as follows:-

| Please provide details of your current insurance cover |                       | Value (UGshs) | Limit of Liability |
|--|-----------------------|---------------|--------------------|
| 1  | Employer's Liability: |               |                    |
| 2  | Public Liability:     |               |                    |
| 3  | Carrier liability     |               |                    |
| 5  | Other (specify)       |               |                    |

## 9.0 PHYSICAL LOCATION

| REGION | Indicate the physical location of your office. | Capacity ( The number of staff and tools and equipment available) |
|--------|--|---|
|        |  |   |

## 10.0 HEALTH, AND SAFETY AGENDA

- a) Please provide details of your company policy on Health and safety at work.
- b) Who in your company provides Health & Safety advice?
- c) How do you assess the Health & Safety competence of employees and contractors?
- d) How is the monitoring and reporting done? Is there a procedure in place for investigating and reporting incidents?

### **11.0 ENVIRONMENTAL POLICY**

- a) Does your company have a director/person responsible for the environmental performance of the company?
- b) Does your company have an environmental policy statement committing the company to a program of improvement in its environment? If so, Please provide copy of policy.
- c) Does the policy statement extend to the products and services supplied?
- d) Does your company have environmental management system? If yes, please outline its major elements.
- e) Does your company set environmental performance targets and objectives?
- f) Does your company formally report on progress towards meeting these objectives?
- g) Does your company have a Green agenda policy? If so please provide a copy of the Policy.

### **12.0 SUSTAINABILITY POLICY**

- a) Does your company have a Director responsible for sustainability performance of the company?
- b) Does your company have sustainability policy statement committing the company to a programme of improvement in its sustainability? If so, Please provide copy of policy.
- c) Does the policy statement extend to the products and services supplied?
- d) Does your company have sustainability management system? If yes, please outline its major elements
- e) Does your company set sustainability performance targets and objectives?
- f) Does your company formally report on progress towards meeting these objectives?

### **13.0 CUSTOMER SERVICE POLICY/SYSTEM**

- (a) Indicate the customer service and support system in place.
- (b) How do customers follow up on their consignments/Services?

### **14.0 SOCIAL SECURITY CONTRIBUTIONS AND TAXES**

- a) Is your company fully compliant and up to date in its payment of all taxes, including income tax and other statutory payments?

### **15.0 BUSINESS PROBITY AND LITIGATION MANAGEMENT**

Please confirm whether any of the following questions applies to your organization: Note that failure to disclose information relevant to this section may result in your exclusion as a potential Simlaw Seeds supplier.

### **16.0 CODE OF ETHICS AND CONFLICT OF INTEREST**

Simlaw seeds promotes responsible business conduct. Therefore, the information requested below **must** be submitted/provided

#### **16.1 Code of Conduct/Ethics**

- a) Does your company have a code of conduct policy?.
- b) Indicate if your company subscribes to a professional body with a code of conduct/ethics.

#### **16.2. Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a) .....  
 b) .....  
 c) .....  
 d) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....20

Contractors' / Company's Official Rubber Stamp .....

### 16.3. Interest in the Firm

Is there any person / persons in Simlaw seeds Uganda or any of its subsidiaries that has interest in the Firm? Yes / No? ..... (*Delete as necessary*)

|   | Institution | Title | Signature | Date |
|---|-------------|-------|-----------|------|
| 1 |             |       |           |      |
| 2 |             |       |           |      |
| 3 |             |       |           |      |
| 4 |             |       |           |      |

### 17.0 CLARIFICATION ON TENDER DOCUMENT

All correspondence related to the contract shall be made in English. Any clarification sought by the bidder in respect of the project shall be addressed at least **five (5)days** before the deadline for submission of bids, in writing to the General Manager.

The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders. Enquiries for clarifications should be sent by e-mail to: simlaw@simlawseeds.ug

### 18.0 DOCUMENTS REQUIRED FOR EVALUATION

#### EVALUATION AND QUALIFICATION CRITERIA

#### 1. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

#### 2. Evaluation and contract award Criteria

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

## REQUIREMENTS FOR EVALUATION

In addition to the above information, the following documents/information should be attached.

### A. MANDATORY EVALUATION REQUIREMENTS AND STATUTORY DOCUMENTS

| Item   | Description  |
|--|--|
| 1.   | Certificate of Incorporation/Registration  |
| 2.   | Valid Trading License/Regulatory Licence   |
| 3.   | List of all Directors with Percentage of shares held, telephone and their postal address                         |
| 4.   | Copy of <b>URA</b> VAT and TIN Certificate   |
| 5.   | Valid Tax Compliance certificate   |
| 6.   | Signed CVs of Key Technical Staff  |
| 7.   | Summary of References as per template in Annex 1   |
| 8.   | Provide proof of Manufacturer's Authorization for the Supply, Installation, and Testing and Commissioning of ERP |
| 9.   | Professional Certifications/ Accreditations for both the firm and staff  |
| 10.  | Submitted a dully filled questionnaire   |
| 11.  | Audited Accounts for the last 2 years  |
| 12.  | Completed Company Profile as per supplier TENDER questionnaire   |
| 13.  | Organogram/organization chart  |
| 14.  | Documentary evidence of physical location  |
| 15.  | Copies of LPO's, Letters of award/signed contracts/reference letters   |
| 16.  | Management Policies  |
| 17.  | Proposed after sales support program   |
| 18.  | Copy of code of conduct  |
| NOTE: At this stage, the Tenderer's submission shall either be Responsive or Non-responsive. The Non-Responsive Submissions will be eliminated from the entire evaluation Process and will not be considered further |  |

### B. TECHNICAL EVALUATION

The tenderer is required to submit the following mandatory documents or information which shall be used to determine responsiveness at the technical stage , as evidence that the tenderer has financial and the technical capacity necessary to perform the contract;

| No. | Requirement   | Description   | Comments Score                                       |
|-----|---|---|--|
| 1.  | Proven experience of the firm in the implementation of relevant and similar projects              | <ul style="list-style-type: none"> <li>List 4 firms with verifiable day time contact addresses preferably an agricultural based organization dealing with production, processing and Distribution of requisite products where you have implemented ERP Solutions of similar magnitude in the East African Region(<b>4 Marks</b>).</li> <li>Attach testimonials of at least three (3) reference sites showing the name of the customer, address and the modules implemented(<b>3 Marks</b>)</li> <li>Indicate the number of user licenses (concurrent or otherwise) and the technical environment in each of the cases in (2) above. (<b>2 Marks</b>)</li> </ul> | 9Marks   |
|     | Technical Specification   | Propose one of the relevant installations (mentioned above) for a site visit for a max of five (5) Simlaw Seed staff.   | 1 Marks  |
| 2.  | Requirement. (Suitability of the Proposed Solution as per the Detailed Requirements Specification | <ul style="list-style-type: none"> <li><b>Seed Maize production, Drying and value addition</b> - score as per filled in downloaded document</li> <li><b>Seed Processing vegetables-as per</b> downloaded document</li> <li><b>Distribution and Sales including (POS)</b> – score as per filled in downloaded document</li> <li><b>Quality Assurance-</b> score as per filled in downloaded document</li> <li><b>Finance &amp; Accounting(Budget, General Ledger, Accounts</b></li> </ul>  | 10 Marks<br>5 marks<br>5 Marks<br>5 Marks<br>5 Marks |

|                    |   |   |                  |
|--------------------|---|---|------------------|
|                    | (Document )   | payable, Accounts receivable, Fixed assets, Inventory)- score as per filled in downloaded document  |                  |
|                    |   | • Human resource and Payroll- score as per filled in downloaded document  | 5Marks           |
|                    |   | • Procurement - score as per filled in downloaded document  | 5 Marks          |
| 3.                 | Human Resource Capacity   | <b>Project Team Leader:</b><br>General education background, professional qualifications, training, length of experience both local and international, and duration with the firm as follows:   |                  |
|                    |   | • Minimum of Bachelors degree in ICT related courses or, Business Administration or any other related field   | 2 marks          |
|                    |   | • Minimum of 10 years experience in ICT management including carrying out similar tasks especially in the public sector   | 1 marks          |
|                    |   | • Confirmation of availability throughout the duration of the assignment  | 1 mark           |
|                    |   | <b>Other professional staff: Education, experience, positions held and the duration in the firm.</b>  |                  |
|                    |   | • General education and experience in areas of ICT, Agriculture, Research ,HR& Finance or seed technology   | 1 marks          |
|                    |   | • Proof of availability of the project team throughout the duration of the project (State).   | 1 Marks          |
| 4.                 | Methodology and Work plan   | Project plan to include time frames(2), deliverables(1), milestones(1) manpower requirements etc. ( <i>Time Frame should not be more than 3 Months</i> )  | 4 Marks          |
|                    |   | Project Schedule to include;(a)Process analysis-setup and installation,(b) training (c)data migration (d) integration/ interfacing, (f)testing, (g)commissioning, (h)documentation and project closure                                    | 4 Marks          |
|                    |   | Change Management Plan. ( <i>2 similar site</i> )   | 1 Marks          |
|                    | <b>Sub totals</b>   |   | <b>70 Marks</b>  |
| 5.                 | Demonstration of the system capabilities to the Simlaw Seeds company staff (presentation) | Bidders understanding Simlaw Seed informationRequirements: <ul style="list-style-type: none"><li>Nature of Business (5)</li><li>Infrastructure (5)</li><li>How your proposed solution fits our business value chain(5)</li></ul>          | 15 Marks         |
| 6.                 | Site visit  | State the site where you have implemented a similar solution (Attach a recommendation letter for the same) <ul style="list-style-type: none"><li>To see whether your proposed solution fits our value chain and to what extent.</li></ul> | 15 Marks         |
| Sub totals         |   |   | 30 Marks         |
| <b>Total Marks</b> |   |   | <b>100 Marks</b> |

**NOTE:** The minimum score/ pass mark to be considered technically responsive is 70 Marks out of the possible 100 points. Only tenders that score a minimum 70% and above will qualify for financial evaluation and the lowest evaluated tenderer will be considered for award of the tender; The below formular will be applied;  $\frac{\text{Total marks scored} \times 100\%}{100 \text{ marks}}$

### C. FINANCIAL EVALUATION

Financial evaluation will include:

- Confirmation and considering price schedule duly completed and signed. Failure shall lead to disqualification
- Conducting a financial comparison shall taking into account the total cost of inclusive of all taxes, duties etc, customizing, testing, training and commissioning cost at the site.
- Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to any variations.

**PRICE SCHEDULE- THE SUPPLY, DELIVERY, INSTALLATION AND TESTING OF ERP SYSTEM.**

| ITEM NO  | ITEM DESCRIPTION  | UNIT OF ISSUE | Quantity | Unit Cost inclusive of VAT & any other Duty(UGX) | Total Cost | Remarks |
|--|---|---------------|----------|--|------------|---------|
| 1.   | Supply, Delivery, Installation ,Commissioning and Testing of ERP system | EA            | 1        |  |            |         |
| 2.   | licenses  | EA            | 20       |  |            |         |
| 3.   | Training of users   | Users         | 22       |  |            |         |
| 4.   | Any other costs (specify)   |               |          |  |            |         |
| <b>GRAND TOTAL</b>                                     |   |               |          |  |            |         |
| Indicate Annual Maintenance cost and support(KSh)..... |   |               |          |  |            |         |

**NOTE:**

-The contract for Annual Support and Maintenance will be for three (3) years renewable annually subject to satisfactory performance.

-The award will be for the whole lot to the lowest evaluated bidder.

TENDERER'S NAME.....

AUTHORIZED SIGNATORY (NAME): .....

DATE.....COMPANY STAMP & SIGN.....



## 19.0 DECLARATION

Please complete the declaration below and attach this document in its entirety to your response. Also ensure that you have indicated the areas of interest and that you have answered all questions in the same order and numbering as given in this document.

I/we certify that the information provided in response to this Questionnaire is accurate and complete as at the date set out below.

I/we understand that the provision of false information in response to this Questionnaire could result in the Company being excluded from the list of those who may be invited to tender for a contract with Simlaw Seeds.

I/we undertake to inform Simlaw Seeds Ltd promptly following any matter which would alter or add to any of the information given in response to this Questionnaire.

I/we make this declaration for and on behalf of the Company.

Signed: .....

Name: .....

Position: .....

Date: .....

Company stamp

- The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria. No other evaluation criteria or methodologies shall be permitted.
- The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.
- The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender

## BID SECURITY

*[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS].*

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

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring and Disposing Entity]*

Whereas *[insert complete name of Bidder]* (hereinafter "the Bidder") has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the supply of *[insert brief description of the Supplies and Related Services]*, hereinafter called "the bid ."

KNOW ALL PEOPLE by these presents that WE *[insert complete name of institution issuing the Bid Security]*, of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter "the Guarantor"), are bound unto *[insert complete name of the Procuring and Disposing Entity]* (hereinafter "the Procuring and Disposing Entity") in the sum of *[specify in words and figures the amount and currency of the bid security, for which payment well and truly to be made to the aforementioned Procuring and Disposing Entity, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this [insert day in numbers] day of [insert month], [insert year].*

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.3; or
2. If the Bidder, having been notified of the acceptance of its bid by the Procuring and Disposing Entity, during the period of bid validity, fails or refuses to:
  - (a) sign the Contract
  - (b) furnish the Performance Security
  - (c) accept the correction of its bid by the Procuring Entity

We undertake to pay the Procuring and Disposing Entity up to the above amount upon receipt of its first written demand, without the Procuring and Disposing Entity having to substantiate its demand, provided that in its demand the Procuring and Disposing Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[Insert date, month and year]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Signed: *[insert signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Security]* In the capacity of *[insert legal capacity of person signing the Security]* duly authorised to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## 20.0 CONDITIONS OF CONTRACT

### 1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Completion" means the fulfilment of the Related Services by the Provider in accordance with the terms and conditions set forth in the Contract and the tender requirements.
- (b) "Contract" means the Agreement entered into between the Procuring Entity and the Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Provider as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (e) "Day" means working day.
- (f) "Delivery" means the transfer of the Supplies from the Provider to the Procuring Entity in accordance with the terms and conditions set forth in the Contract.
- (g) "Eligible Countries" means the countries and territories eligible.
- (h) "Procuring Entity" means the entity purchasing the Supplies and Related Services, as specified in the Agreement.
- (i) "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
- (j) "Related Services" means the services incidental to the provision of Supplies, such as insurance, installation, training and initial maintenance and other similar obligations of the Provider under the Contract.
- (k) "SCC" means the Special Conditions of Contract.
- (l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Supplies to be provided or execution of any part of the Related Services is subcontracted by the Provider.
- (m) "Supplies" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.
- (n) "The Site," where applicable, means the place named in the contract.
- (o) "Tribunal" means the Tribunal established under the Public Procurement and Disposal of Public Assets Act, 2003.

## **2. Contract Documents**

2.1 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) The Provider's Bid, as amended by any clarifications,
- (c) Conditions of Contract,
- (d) Statement of Requirements,

2.2 Subject to the order of precedence set forth in Sub-Clause 2.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **3. Corrupt Practices**

3.1 It is the company's policy to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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;

(c) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a contract in future if it at any time it is determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the same.

## **4. Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) EXW, CIP, and other similar terms, shall be governed by the rules prescribed in the edition of Incoterms, published by the International Chamber of Commerce

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

#### **4.5 Non-waiver**

- (a) Subject to Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### **4.6 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **5. Language**

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

5.2 The Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **6. Joint Venture, Consortium or Association**

-Joint venture not allowed.

### **7. Eligibility**

7.1 The Provider shall have the nationality of an eligible country. A Provider or shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Interested and eligible bidders for the Supply and Installation of an ERP System.

7.2 All Supplies and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Supplies have been grown, mined, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components.

### **8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

### **9. Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of Uganda.

## **10. Settlement of Disputes**

- 10.1 The Procuring Entity and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution under the Arbitration and Conciliation Act of Uganda Cap 4.

## **11. Scope of Supply**

- 11.1 The Supplies and Related Services to be provided shall be as specified in the Statement of Requirements.
  - 11.2 The Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Supplies and Related Services as if such items were expressly mentioned in the Contract.
- 8.2A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **12. Delivery and Documents**

- The Delivery of the Supplies and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Statement of Requirements.
- The Procuring Entity's shall give notices to the service provider instructing them to begin carrying out the Services.
- The Service Provider shall start carrying out the Services from the date of notification of award.

## **13. Provider's Responsibilities**

- The Provider shall provide all the Supplies and Related Services included in the Scope of Supply in accordance the procuring entity's requirements.
- The Service Provider/Supplier shall perform the Services in accordance with the Specifications and the activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests

## **14. Procuring Entity's Responsibilities**

- 14.1 Whenever the provision of Supplies and Services requires that the Provider obtain permits, approvals, and import and other licenses from local public authorities in Uganda, the Procuring Entity shall, if so required by the Provider, make its best effort to assist the Provider in complying with such requirements in a timely and expeditious manner.

## **15. Contract Price**

15.1 Prices charged by the Provider for the Supplies delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Provider in its bid. At the time of execution of contract any changes in the applicable law on taxes shall be adopted.

## **16. Terms of Payment**

16.1 Payment shall be made within 45 days of receipt of a certified invoice confirming that the service has been rendered as specified in the tender document and the contract. Payment shall be through electronic transfer

## **17. Advance Payment Guarantee**

17.1 There shall be no advance payment.

## **18. Taxes and Duties**

18.1 The service Provider shall bear and pay all taxes, import duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the Supplies and Related Services to be supplied under the Contract.

18.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called "tax" in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

## **19. Performance Security**

19.1 A performance security shall be required, and the amount shall be 10% of the total awarded tender sum to be received within 14 days from the commencement date of the contract.

19.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, including any warranty obligations.

## **20. Copyright**

The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Provider herein shall remain vested in the Provider, or, if they are furnished to the Procuring Entity directly or through the Provider by any third party, including Providers of materials, the copyright in such materials shall remain vested in such third party.



## **21. Confidential Information**

- 21.1 The Procuring Entity and the Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

## **22. Subcontracting**

- 22.1 The Provider shall be no subcontracting to any third party.

## **23. Specifications and Standards**

### **23.1 Technical Specifications and Drawings**

- (a) The Provider shall ensure that the Supplies and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) The Supplies and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Supplies.

## **24. Packing and Documents**

- 24.1 The Provider shall provide such packing of the Supplies as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Supplies' final destination and the absence of heavy handling facilities at all points in transit.

## **25. Insurance**

The Supplies provided under the Contract shall be fully insured, in a freely convertible currency

## **26. Transportation**

Responsibility for transportation of the Supplies shall be the responsibility of the provider.

## **27. Inspections and Tests**

- 27.1 The Provider shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Supplies and Related Services as are specified in the Statement of Requirements.
- 27.2 The inspections and tests shall be conducted
- 27.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in Sub-Clause 27.2.



- 27.4 Whenever the Provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice.
- 27.5 The Procuring Entity may require the Provider to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Supplies comply with the technical specifications codes and standards under the Contract.
- 27.6 The Provider shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 27.7 The Procuring Entity may reject any Supplies or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Provider shall either rectify or replace such rejected Supplies or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity.
- 27.8 The Provider agrees that neither the execution of a test and/or inspection of the Supplies or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant shall release the Provider from any warranties or other obligations under the Contract from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterm.

## **28. Liquidated Damages**

If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages.

## **29. Warranty**

- 29.1 The Provider warrants that all the Supplies are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2 Provider further warrants that the Supplies shall be free from defects.
- 29.3 The warranty shall remain valid for at least twelve (12) months after the Supplies, or any portion thereof as the case may be, have been delivered to and accepted at the final destination

## **30. Patent Indemnity**

- 30.1 The Provider shall, subject to the Procuring Entity's compliance with Sub-Clause 30.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Supplies by the Provider or their use in Uganda or where the Site is located; and
- (b) the sale in any country of the products produced by the Supplies.

Such indemnity shall not cover any use of the Supplies or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any

infringement resulting from the use of the Supplies or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Provider, pursuant to the Contract.

30.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in Sub-Clause 30.1, the Procuring Entity shall promptly give the Provider a notice thereof, and the Provider may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

30.3 The Procuring Entity shall, at the Provider's request, afford all available assistance to the Provider in conducting such proceedings or claim, and shall be reimbursed by the Provider for all reasonable expenses incurred in so doing.

### **31. Limitation of Liability**

Except in cases of gross negligence or wilful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Provider to pay liquidated damages to the Procuring Entity; and
- (b) the aggregate liability of the Provider to the Procuring Entity, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Provider to indemnify the Procuring Entity with respect to patent infringement.

### **32. Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

### **33. Force Majeure**

- 33.1 The Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 33.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Provider. Such events may include, but not be limited to, acts of the Government of Uganda in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 33.3 If a Force Majeure situation arises, the Provider shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **34. Change Orders and Contract Amendments**

- 34.1 The Procuring Entity may at any time order the Provider through notice in accordance, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Supplies to be furnished under the Contract are to be specifically manufactured for the Procuring Entity.
  - (b) the method of shipment or packing.
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Provider.
- 34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Provider's receipt of the Procuring Entity's change order.
- 34.3 Prices to be charged by the Provider for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar services.

#### **35. Extensions of Time**

- 35.1 If at any time during performance of the Contract, the Provider or its subcontractors should encounter conditions impeding timely delivery of the Supplies or completion of Related Services, the Provider shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Provider's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Provider's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 35.2 Except in case of Force Majeure, as provided under Clause 33, a delay by the Provider in the performance of its Delivery and Completion obligations shall render the Provider liable to the imposition of liquidated damages pursuant to Clause 28, unless an extension of time is agreed upon, pursuant to Sub-Clause 35.1.

#### **36. Termination**

- 36.1 The Procuring Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in Clause 36.1 (a) to (g), terminate the Contract if:
- (a) the Provider fails to remedy a failure in the performance of its obligations within thirty days or within such other period agreed between the Parties in writing;

- (b) the Provider becomes, or if any of the Provider's members becomes, insolvent or bankrupt or enters 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 other than for a reconstruction or amalgamation;
  - (c) the Provider fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause 10.2 hereof.
  - (d) the Provider submits to the Procuring Entity a statement which has a material effect on the rights, obligations or interests of the Procuring Entity and which the Procuring Entity knows to be false.
  - (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days.
  - (f) the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
  - (g) the Provider, in the judgment of the Procuring Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract; or
  - (h) where the Tribunal directs that a contract should be terminated.
- 36.2 The Provider may, by not less than thirty days written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in Clause 36.2 (a) to (d) terminate the Contract if:
- (a) the Procuring Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring Entity of the Provider's notice specifying such breach.
  - (b) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
  - (c) the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10.2 hereof.
- 36.3 If either Party disputes whether an event specified Clauses 36.1 or Clause 36.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10.2 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **37. Assignment**

Neither the Procuring Entity nor the Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## **CONTRACT FORMS**

### **i. Agreement**

#### **Procurement Reference No:**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Procuring Entity"), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Provider"), of the other part:

WHEREAS the Procuring Entity invited bids for certain Supplies and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Provider for the provision of those Supplies and Related Services in the sum of \_\_\_\_\_ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Procuring Entity to the Provider as indicated in this Agreement, the Provider hereby covenants with the Procuring Entity to provide the Supplies and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Provider in consideration of the provision of the Supplies and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Procuring Entity)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed by \_\_\_\_\_ (for the Provider)

Name: \_\_\_\_\_ Position: \_\_\_\_\_

In the presence of:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

ii. **Performance Security**

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

**Procurement Reference** No: *[insert Procurement Reference Number]*

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

WHEREAS *[insert name complete of Provider]* (hereinafter “the Provider”) has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Supplies and Related Services]* (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the “Guarantor”), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that Article 15(a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]*

### **SECTION 3 - ANNEXURES**

#### **ANNEX 1 – REFERENCES**

References of similar services for organizations similar to Simlaw Seeds in size and complexity are preferred:-

**Note:**

The Firms should submit the references in this format.

| <b>No</b> | <b>Name of Firm/Company</b> | <b>Contract reference and brief description:</b> | <b>Date contract awarded/ Period</b> | <b>Date contract Completed / in progress</b> | <b>Customer contact name and phone number</b> | <b>Value of Contract: (UG/USD)</b> |
|-----------|-----------------------------|--|--------------------------------------|--|---|------------------------------------|
| 1         |                             |  |                                      |  |   |                                    |
| 2         |                             |  |                                      |  |   |                                    |
| 3         |                             |  |                                      |  |   |                                    |
| 4         |                             |  |                                      |  |   |                                    |
| 5         |                             |  |                                      |  |   |                                    |
| 6         |                             |  |                                      |  |   |                                    |
| 7         |                             |  |                                      |  |   |                                    |
| 8         |                             |  |                                      |  |   |                                    |
| 9         |                             |  |                                      |  |   |                                    |
| 10        |                             |  |                                      |  |   |                                    |

\*\*\*\*\* END \*\*\*\*\*