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**TENDER DOCUMENT FOR THE PROVISION OF
SUPPORT AND MAINTENANCE SERVICES FOR THE AVAYA
CONTACT CENTRE SOLUTION**

TENDER NO. KTNA/OT/13/2017-2018

May, 2018

TABLE OF CONTENTS

		PAGE
	INTRODUCTION	3
SECTION I	INVITATION TO TENDER.....	4
SECTION II	INSTRUCTIONS TO TENDERERS.....	7
	Appendix to Instructions to Tenderers	17
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	26
SECTION V	TECHNICAL SPECIFICATIONS.....	27
SECTION VI	SCHEDULE OF REQUIREMENTS.....	33
SECTION VII	PRICE SCHEDULE FOR GOODS.....	34
SECTION VIII	STANDARD FORMS.....	35
8.1	FORM OF TENDER.....	36
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	37
8.3	TENDER SECURITY FORM.....	38
8.4	CONTRACT FORM.....	39
8.5	BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	40
8.6	MANUFACTURER'S AUTHORIZATION FORM.....	41
8.7	LETTER OF NOTIFICATION OF AWARD.....	42
8.8	FORM RB 1.....	43
8.9	ANTI CORRUPTION AFFIDAVIT FORM.....	44

INTRODUCTION

1.1 This Standard Tender Document has been prepared for use by The Kenya Trade Network Agency (KenTrade) for the Provision of Support and Maintenance Services for the Avaya Contact Centre Solution.

1.2 The document includes a letter of Invitation, Instructions to Tenderers, detailed specifications of the requirements, and various forms for the tenderer to apply.

1.3 KenTrade has undertaken to ensure that the evaluation criterion is clear and explicit and that it refers to the needs and characteristics of this specific procurement.

1.4 REQUIRED SERVICE

KENTRADE requires One (1) year support and maintenance services for its Avaya Contact Centre solution located at KENTRADE Embankment plaza in Nairobi. The support will be for one year, renewable for up to three (3) years, subject to satisfactory performance.

The Solution to be supported is as follows:-

- I. Avaya Aura Contact Centre solution Version 7.0 with 20 Agents**
- II. Avaya G430 Voice Gateway (IP PABX)**

The Annual Support and Maintenance of the Avaya Solution shall include the following activities:

- a) One (1) year support and maintenance.
- b) The Bidder will be required to undertake Support and Maintenance for the Contact Centre Solutions and related components as follows:
 - i. Quarterly onsite preventive maintenance service to keep the system in good working condition. The onsite preventive maintenance will include the following:
 - a. Preventive Maintenance of all Hardware Components
 - b. Checking fitment of internal and external hardware
 - c. Reconfiguration of the System as need arises to reflect the business requirements.
 - ii. Corrective maintenance and Support whenever called upon by the Agency.
- a) Break down calls shall be attended to as per SLA.
- b) Support integration to the Agency CRM system (Microsoft Dynamics 365 on premise).
- c) The bidder will be required to ensure that Support personnel are readily available as and when required by the Agency in line with SLA.
- d) Training for the implemented solution for users and ICT staff. The training shall be a refresher course on the capabilities of the implemented solution to enable users and technical staff appreciate the solution and improve on their productivity.

May 24, 2018

TENDER NO. KTNA/OT/13/2017-2018**TENDER FOR THE PROVISION OF SUPPORT AND MAINTENANCE SERVICES FOR AVAYA CONTACT CENTRE SOLUTION**

1.1 The Kenya Trade Network Agency (KenTrade) invites sealed tenders from eligible candidates for the provision of Support and Maintenance Services for the Avaya Contact Centre Solution.

1.2 Interested eligible candidates may view and download the document **free of charge** from Government Tenders Portal (IFMIS) or from our website on the following link: - <http://www.kentrade.go.ke/index.php/procurement/tenders>, or purchase the documents at a cost of **Kshs. 1000.00** from the procurement office at Embankment Plaza (1st Floor), Upper Hill.

Bidders who download the tender document from the Government Portal- <http://supplier.treasury.go.ke/> shall be required to email their detailed contact information to procurement@kentrade.go.ke for future communication.

1.3 Candidates may also obtain further information at the Kenya Trade Network Agency offices (Procurement Office) at Embankment Plaza, Upper Hill, (First Floor) at the address given below.

1.4 Completed Tenders should be submitted accompanied by a Tender Security issued by a bank or a Financial Institution approved by the Public Procurement Regulatory Authority (PPRA), in the amount of Kenya Shillings One Hundred Thousand only (**Kshs. 100,000.00**). The tender security should be valid for one hundred and twenty (120) days from the closing date of the tender and should be received on, or before **Tuesday, June 12, 2018 at 1000hours**. Failure to provide tender security will lead to disqualification of the tender.

1.5 Prices quoted shall be inclusive of duty and other taxes and shall remain valid for **90 days** from the closing date of the tenders.

1.6 The completed tender documents, shall be submitted in two copies, and in two separate envelopes marked as:-

"TECHNICAL PROPOSAL," and "FINANCIAL PROPOSAL".

Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked "**DO NOT OPEN BEFORE Tuesday, June 12, 2018 at 1000 hours**", and shall be addressed to:-

**The Chief Executive Officer,
Kenya Trade Network Agency,
Embankment Plaza, Upper Hill,
P.O Box 36943-00200
NAIROBI**

1.7 All Tender Documents **MUST** be submitted in **HARD COPY** and should be deposited in the Tender Box located at the reception area of KENTRADE Offices at Embankment Plaza (First Floor). Documents submitted online shall **NOT** be acknowledged.

1.8 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening in the boardroom on first floor, Embankment Plaza.

CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses	Page
2.1 Eligible tenderers.....	7
2.2 Eligible goods.....	7
2.3 Cost of tendering.....	7
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	8
2.6 Amendment of documents.....	8
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	9
2.9 Form of Tender.....	9
2.10 Tender prices.....	9
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	9
2.13 Tender security.....	10
2.14 Validity of tenders.....	11
2.15 Format and signing of tenders.....	11
2.16 Sealing and marking of tenders.....	11
2.17 Deadline for submission of tender	12
2.18 Modification and withdrawal of tenders.....	12
2.19 Opening of tenders.....	13
2.20 Clarification of tenders.....	13
2.21 Preliminary examination.....	13
2.22 Conversion to single currency.....	14
2.23 Evaluation and comparison of tenders.....	14
2.24 Contacting the procuring entity.....	14
2.25 Award of contract.....	14
(a) Post qualification.....	14
(b) Award criteria.....	15
(c) Procuring entity's right to vary quantities....	15
(d) Procuring entity's right to accept or reject any or all tenders	15
2.26 Notification of award.....	15
2.27 Signing of contract.....	16
2.28 Performance security.....	16
2.29 Corrupt or fraudulent practices.....	16

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 Contents of tender documents

2.4.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Form of tender
- vi) Price schedules

- vii) Contract form
- viii) Confidential business questionnaire form
- ix) Tender security form
- x) Principal's or manufacturers authorization form
- xi) Anti-Corruption Affidavit

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.6 Amendment of documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph
 - i. that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Form of Tender

- 2.91 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be Performed.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.3 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.4 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.5 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the

Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.14 Tender Security

2.14.1

The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.27 or
- (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall prevail.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The original and duplicate copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and duplicate copy of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

- (b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE Tuesday, June 12, 2018 at 1000 hours.”**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Tuesday, June 12, 2018 at 1000 hours.**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1000 hours, Tuesday, June 12, 2018 at 1000hours** in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material

deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the exchange rate on the date of the tender closing provided by the Central Bank of Kenya.

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

- 2.24.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary

evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject any or All Tenders**

2.27.6 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 thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within seven (7) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix on the instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Registered firms with authorization from the solution manufacturer (AVAYA). (Bidder MUST present proof of the same otherwise the bid shall be considered as being non-responsive)
2.14.1	The tender security shall be Kshs. 100,000.00 (Kshs. One Hundred Thousand only) in the form of a bank guarantee from a reputable bank or a Financial Institution approved by PPRA
2.18	The closing date for the tender shall be Tuesday, June 12, 2018 at 1000hours
2.24	<p><u>Tender Evaluation</u></p> <p>1.1 Mandatory Requirements</p> <ul style="list-style-type: none"> i. Form of Tender duly filled and signed. (To be enclosed in the Financial Evaluation) ii. Power of Attorney. iii. Statutory documents :- <ul style="list-style-type: none"> - Valid Tax Compliance Certificate (TCC). - Registration certificate/ Certificate of incorporation - Valid trade license. iv. Confidential Business questionnaire duly filled and signed. v. Audited financial accounts for the past 2 years. vi. AVAYA Contact Centre Manufacturer authorization. <p>Bidders are strongly advised to paginate their document and MUST comply with all mandatory requirements to be considered for the next evaluation stage (Technical evaluation).</p>

2. Technical Requirements

The technical requirements detailed below are MINIMUM requirements and successful bidders MUST provide support for ALL specified requirements and meet the minimum threshold of 45 marks out of a possible 50. Bidders MUST respond to ALL the requirements on a clause by clause basis stating clearly how their support meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**. Responses such as **"complied", "possible to do", "✓", "meets", "can", "yes we can", WILL be considered as NON-RESPONSIVE and will not be awarded any scores.**

The Bidder shall provide enough documentation to back up their compliance to technical specifications claims. Reference to these documents should be direct and specific.

Section 1

Detailed Technical Specifications

The requirements below are for the Avaya Contact Centre Solution.

Item	AVAYA SUPPORT REQUIREMENTS	Bidder's response	Score
1)	The Bidder will be required to provide quarterly onsite support via 2 visits per quarter – where each visit is two days.		10
2)	The Bidder will be required to carry out configuration changes, software updates, upgrades patches and integrations with CRM and other business systems on Avaya contact center Solution which includes: <ul style="list-style-type: none">i. Communication Managerii. Utility Serveriii. Web-LMiv. AES – Application Enablement servicev. Session Managervi. Session Security Modulevii. System Manager/Service Manager (SMGR)viii. G450 Voice Gateway/ Avaya IP PABXix. Avaya Aura Contact Center 7.0x. ACR Recorderxi. WFO(Work-Force Optimization) Version 15.1xii. Avaya Aura Communication Messaging (AACM)		15

	(Hardware replacement shall be Quoted separately on a need basis. However the installation cost shall be covered under the scope of support and maintenance)		
3)	The bidder shall ensure that support calls are attended to as per SLA.		5
4)	The bidder will be required to review the current solution and provide recommendations to enhance the performance and efficiency of the current solution.		10
5)	The bidder shall be required to provide reports after every support incident and preventive maintenance exercise. This shall form part of the service review meetings in gauging the support being offered by the contractor in line with the expectations of the Agency as captured in the contract.		5
Totals			45

Bidders **MUST** score **at least 40** marks out of **45** marks in the **detailed technical specifications section (SECTION 2)** in order to proceed to the next stage (*Overall Technical Evaluation*).

Section 2

Overall Technical evaluation

The Overall Technical evaluation has several aspects and below is the criteria to be used:

Item	Max Score
Proof of technical competence (CV's of technical staff involved in the support of the Avaya Contact Centre solution together with appropriate technical certifications and experience. <ul style="list-style-type: none"> i. Provision of three (3) relevant CVs of technical staff will earn 9 marks (3 marks for each relevant CV). ii. Appropriate certifications from AVAYA for three (3) technical staff will earn 3 marks (1 mark for each relevant certification per staff). iii. Number of years of the company in provision of AVAYA Contact Centre solution. Three (3) years and above will earn 4 marks and less than three (3) years will earn one (1) mark. 	16

	Detailed support and maintenance plan (Including activities, bidders support and maintenance resources available and Agency resources required, tasks & timelines of Contact Centre support and maintenance activities)	2
	Bidders are required to present at least 3 reference sites where they have undertaken support and maintenance or Installation of Avaya Contact Centre solution. Each relevant site provided will earn four (4 marks). The relevant site should include: - <ul style="list-style-type: none"> i. A brief of work support services rendered ii. Value of contracts, iii. Contact person with both reachable phone number and email. iv. Evidence of serviced LSOs or signed contracts. 	12
	Detailed Technical Specifications (SECTION 2) (bidders must score at least 45 marks out of a possible 50 here)	45
	Total Score	75
<p>3. Financial Capability Evaluation (5Marks) The following ratios shall be calculated from the Financial statements provided:-</p> <ul style="list-style-type: none"> I. Current Ratio <ul style="list-style-type: none"> a) above 2:1= 3 Marks b) at 2:1= 2 marks c) 1:1, =1 mark II. Working capital ratio <ul style="list-style-type: none"> a. positive ratio -1 marks, b. Negative Ratio - 0 mark III. Debt to Equity Ratio or Debt to Assets Ratio <ul style="list-style-type: none"> a. Equity higher than Debt= 1 marks, b. Equity lower than debt =0 marks <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> a. Assets higher than Debt= 1 marks, b. Assets lower than debt 0 marks <p>The maximum score under overall technical evaluation, to include financial ratios is 80 and Bidders must score at least 68 under this overall technical evaluation to proceed to the next stage (<i>Due Diligence</i>).</p>		

	<p>4. Due diligence</p> <p>The maximum score under this stage of evaluation is 20 marks. Bidders must score at least 15 Marks to proceed to the next stage (Financial Evaluation).</p> <p>Due diligence will be undertaken through site visits and or Telephone calls to the bidders’ reference sites in order to confirm the authenticity of the sites and the scope of work done in relation this project amongst other criteria stipulated below. At least two sites will be evaluated (for each site 10 Marks). The scores will be spread out as follows:</p> <table><tr><th>No.</th><th>Criteria</th><th>Maximum Score Site 1</th><th>Maximum Score Site 2</th></tr><tr><td>1.</td><td>Authenticity of the site provided. If authenticity for any provided site is established to be false, the bidder will score zero for Due Diligence section.</td><td>3</td><td>3</td></tr><tr><td>2.</td><td>Proof of the scope of work carried out.</td><td>2</td><td>2</td></tr><tr><td>3.</td><td>Proof of completion of work on site.</td><td>2</td><td>2</td></tr><tr><td>4.</td><td>Client satisfaction on the deployment and post implementation support. Issue to do with project timelines, deliverables and general performance of the contractor will be examined.</td><td>3</td><td>3</td></tr><tr><td></td><td>TOTAL SCORE</td><td>10</td><td>10</td></tr></table>	No.	Criteria	Maximum Score Site 1	Maximum Score Site 2	1.	Authenticity of the site provided. If authenticity for any provided site is established to be false, the bidder will score zero for Due Diligence section.	3	3	2.	Proof of the scope of work carried out.	2	2	3.	Proof of completion of work on site.	2	2	4.	Client satisfaction on the deployment and post implementation support. Issue to do with project timelines, deliverables and general performance of the contractor will be examined.	3	3		TOTAL SCORE	10	10
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2.	Proof of the scope of work carried out.	2	2																						
3.	Proof of completion of work on site.	2	2																						
4.	Client satisfaction on the deployment and post implementation support. Issue to do with project timelines, deliverables and general performance of the contractor will be examined.	3	3																						
	TOTAL SCORE	10	10																						
2.27.4	<p>iii) Financial Evaluation</p> <p>The bidder with the lowest financial quote shall be recommended for award of this tender provided they have met all Mandatory Requirements and attained an overall score of at least 80 Marks.</p>																								

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	23
3.2 Application.....	23
3.3 Standards.....	23
3.4 Use of Contract Documents and Information.....	23
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	23
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	24
3.12 Termination for Insolvency.....	24
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	25
3.15 Governing Language.....	25
3.16 Applicable law.....	25
3.17 Force Majeure.....	25
3.18 Notices.....	25

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between KenTrade and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to KenTrade under the Contract.
- (d) "The Procuring entity" means the organization procuring the services under this Contract
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract
- (g) "Day" means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KenTrade in connection therewith, to any person other than a person employed by the security firm in the performance of the Contract.

3.4.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KenTrade and shall be returned (all copies) to KenTrade on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The tenderer shall indemnify KenTrade against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the tenderer in accordance with the terms specified by KenTrade in the schedule of requirements and the special conditions of contract

3.8. Payment

- 3.81. The method and conditions of payment to be made to the security firm under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than thirty (30) days after submission of an invoice or claim by the tenderer.

3.9. Prices

- 3.9.1 Prices charges by the tenderer for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price
- 3.9.4 Price variation requests shall be processed by KenTrade within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 KenTrade may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer terminate this Contract in whole or in part:
- (a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the tenderer fails to perform any other obligation(s) under the Contract
 - (c) If the tenderer in the judgment of KenTrade has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event KenTrade terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the tenderer shall be liable to KenTrade for any excess costs for such similar services. However the tenderer shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

- 3.12.1 KenTrade may at any time terminate the contract by giving written notice to the tenderer if the tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the tenderer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for Convenience

- 3.13.1 KenTrade by written notice sent to the tenderer may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the tenderer of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination KenTrade may elect to cancel the services and pay to the security firm an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 KenTrade and the tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

- 3.17.1 The tenderer shall not be liable for 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.

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.2 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.7 Delivery of Services	As specified in the schedule of requirements
3.8 Payment	Will be as specified in the contract document
3.16 Applicable law	Kenyan Law
3.18 Notices	Kenya Trade Network Agency, Embankment Plaza, 1 st Floor, P.O Box 36943-00200, NAIROBI.

SECTION V – TECHNICAL SPECIFICATIONS

5.0 DESCRIPTION OF SERVICES

KENTRADE requires One (1) year support and maintenance services for its Avaya Contact Centre solution located at KENTRADE Embankment plaza in Nairobi. The support will be for one year, renewable for up to three (3) years, subject to satisfactory performance.

The Solution to be supported is as follows:

- I. Avaya Aura Contact Centre solution Version 7.0 with 20 Agents**
- II. Avaya G430 Voice Gateway (IP PABX)**

The Annual Support and Maintenance of the Avaya Solution shall include the following activities:

- a) One (1) year support and maintenance.
- b) The Bidder will be required to undertake Support and Maintenance for the Contact Centre Solutions and related components as follows:
 - i. Quarterly onsite preventive maintenance service to keep the system in good working condition. The onsite preventive maintenance will include the following:
 - a. Preventive Maintenance of all Hardware Components
 - b. Checking fitment of internal and external hardware
 - c. Reconfiguration of the System as need arises to reflect the business requirements.
 - ii. Corrective maintenance and Support whenever called upon by the Agency.
- 2 Break down calls shall be attended to as per SLA.
 - a) Support integration to the Agency CRM system (Microsoft Dynamics 365 on premise).
 - b) The bidder will be required to ensure that Support personnel are readily available as and when required by the Agency in line with SLA.
 - c) Training for the implemented solution for users and ICT staff. The training shall be a refresher course on the capabilities of the implemented solution to enable users and technical staff appreciate the solution and improve on their productivity.

5.1 TECHNICAL REQUIREMENTS

The bidder will be required to state clearly how they will ensure that the technical and functional needs are adequately supported to ensure proper support and maintenance of the Avaya Contact Centre Solution to KenTrade. The support information shall include how the bidder intends to support and maintain the Solution.

5.1.1 Manufacturer Authorization

The bidder must have verifiable authorization from the Manufacturers **AVAYA** to provide support and maintenance for Avaya Contact Centre Solutions. Any bid that fails to attach this proof will be considered **NON RESPONSIVE** (confirmation with the manufacturer shall be undertaken to verify authenticity of the information provided).

5.1.2 Maintenance

The success of the support will depend on understanding of the Avaya contact centre solution as currently implemented. The supplier is expected to outline a **detailed plan for support**.

At a minimum the contracted supplier is expected to submit to the procuring entity the following periodic quarterly reports for the purpose of support and maintenance during the period:-

- a. Preventive maintenance reports. This shall cover the details of the onsite and offsite visits and any issues that need to be addressed to ensure the solution is in good working order. The reports should also include technology advice on upgrades, security patches any other pertinent information to enable KenTrade to gain maximum value from the solution.
- b. Monthly log of Support calls and problem resolutions.

6 EVALUATION CRITERIA

The following evaluation criterion shall be applicable for this tender.

6.1 Mandatory Requirements

- i. Form of Tender duly filled and signed.
- ii. Power of Attorney.
- iii. Statutory documents :-
 - Valid Tax Compliance Certificate (TCC).
 - Registration certificate/ Certificate of incorporation
 - Valid trade license.
- iv. Confidential Business questionnaire duly filled and signed.
- v. Audited financial accounts for the **past** 2 years.
- vi. AVAYA Contact Centre Manufacturer authorization.

Bidders **MUST** comply with all mandatory requirements to be considered for Technical evaluation.

The technical requirements detailed below are MINIMUM requirements and successful bidders MUST provide support for ALL specified requirements and meet the minimum threshold of 45 marks out of a possible 50. Bidders MUST respond to ALL the requirements on a clause by clause basis stating clearly how their support meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**. Responses such as **“complied”, “possible to do”, “✓”, “meets”, “can”, “yes we can”, WILL be considered as NON-RESPONSIVE and will not be awarded any scores.**

The Bidder shall provide enough documentation to back up their compliance to technical specifications claims. Reference to these documents should be direct and specific.

6.2 Detailed Technical Specifications

The requirements below are for the Avaya Contact Centre Solution.

Item	AVAYA SUPPORT REQUIREMENTS	Bidder's response	Score
1)	The Bidder will be required to provide quarterly onsite support via 2 visits per quarter – where each visit is two days.		10
2)	<p>The Bidder will be required to carry out configuration changes, software updates, upgrades patches and integrations with CRM and other business systems on Avaya contact center Solution which includes:</p> <ul style="list-style-type: none"> i. Communication Manager ii. Utility Server iii. Web-LM iv. AES – Application Enablement service v. Session Manager vi. Session Security Module vii. System Manager/Service Manager (SMGR) viii. G450 Voice Gateway/ Avaya IP PABX ix. Avaya Aura Contact Center 7.0 x. ACR Recorder xi. WFO(Work-Force Optimization) Version 15.1 xii. Avaya Aura Communication Messaging (AACM) <p>(Hardware replacement shall be Quoted separately on a need basis. However the installation cost shall be covered under the scope of support and maintenance)</p>		15

Item	AVAYA SUPPORT REQUIREMENTS	Bidder's response	Score
3)	The bidder shall ensure that support calls are attended to as per SLA.		5
4)	The bidder will be required to review the current solution and provide recommendations to enhance the performance and efficiency of the current solution.		10
5)	The bidder shall be required to provide reports after every support incident and preventive maintenance exercise. This shall form part of the service review meetings in gauging the support being offered by the contractor in line with the expectations of the Agency as captured in the contract.		5
Totals			45

6.3 Technical Evaluation Criteria

Bidders **MUST** score **at least 40** marks out of **45** marks in the **detailed technical specifications section (SECTION 2)** in order to proceed to the next stage (*Overall Technical Evaluation*).

The maximum score under **overall technical evaluation** is **80** and Bidders must score **at least 68** under this overall technical evaluation to proceed to the next stage (*Due Diligence*).

The Overall Technical evaluation has several aspects and below is the criteria to be used:

6.4 Overall Technical evaluation

Item	Maximum Score
Proof of technical competence (CV's of technical staff involved in the support of the Avaya Contact Centre solution together with appropriate technical certifications and experience. <ul style="list-style-type: none"> i. Provision of three (3) relevant CVs of technical staff will earn 9 marks (3 marks for each relevant CV). ii. Appropriate certifications from AVAYA for three (3) technical staff will earn 3 marks (1 mark for each relevant certification per staff). 	16

iii. Number of years of the company in provision of AVAYA Contact Centre solution. Three (3) years and above will earn 4 marks and less than three (3) years will earn one (1) mark.	
Detailed support and maintenance plan (Including activities, bidders support and maintenance resources available and Agency resources required, tasks & timelines of Contact Centre support and maintenance activities)	2
Bidders are required to present at least 3 reference sites where they have undertaken support and maintenance or Installation of Avaya Contact Centre solution. Each relevant site provided will earn four (4 marks). The relevant site should include: - <ul style="list-style-type: none"> i. A brief of work support services rendered ii. Value of contracts, iii. Contact person with both reachable phone number and email. iv. Evidence of serviced LSOs or signed contracts. 	12
Detailed Technical Specifications (SECTION 2) (bidders must score at least 45 marks out of a possible 50 here)	45
Total Score	75

6.5 Financial Capability Evaluation (5Marks)

The following ratios shall be calculated from the Financial statements provided:-

I. Current Ratio

- d) above 2:1= 3 Marks
- e) at 2:1= 2 marks
- f) 1:1, =1 mark

II. Working capital ratio

- c. positive ratio -1 marks,
- d. Negative Ratio - 0 mark

III. Debt to Equity Ratio or Debt to Assets Ratio

- c. Equity higher than Debt= 1 marks,
- d. Equity lower than debt =0 marks

OR

- c. Assets higher than Debt= 1 marks,
- d. Assets lower than debt 0 marks

A bidder must score at least **68** in the Overall Technical evaluation to proceed to the next stage *Due Diligence*.

6.6 Due diligence

The maximum score under this stage of evaluation is 20 marks. Bidders must score at least 15 Marks to proceed to the next stage (Financial Evaluation).

Due diligence will be undertaken through site visits and or Telephone calls to the bidders' reference sites in order to confirm the authenticity of the sites and the scope of work done in relation this project amongst other criteria stipulated below. At least two sites will be evaluated (for each site 10 Marks). The scores will be spread out as follows:

No.	Criteria	Max. Score Site 1	Max. Score Site 2
1.	Authenticity of the site provided. If authenticity for any provided site is established to be false, the bidder will score zero for Due Diligence section.	3	3
2.	Proof of the scope of work carried out.	2	2
3.	Proof of completion of work on site.	2	2
4.	Client satisfaction on the deployment and post implementation support. Issue to do with project timelines, deliverables and general performance of the contractor will be examined.	3	3
	TOTAL SCORE	10	10

6.7 Financial Evaluation Criteria

The bidder with the lowest financial quote shall be recommended for award of this tender provided they have met all **Mandatory Requirements** and attained an overall score of at least **83 Marks**.

SECTION VI - SCHEDULE OF REQUIREMENTS

Number	Description	Delivery schedule
	All requirements as indicated in section 5	

SECTION VII - PRICE SCHEDULE FOR SERVICES

No.	Item	COST (KSHS)
1.		
2.		
3.		
4.	-	
5.		
6.		
	TOTAL	

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

8.1. **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

8.2 **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

8.3. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

8.4. **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

8.5. **Bank Guarantee for Advance Payment Form** - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

8.6. **Manufacturers Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____
[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General																									
Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No. Fax E mail Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch																									
	<div style="text-align: center;">Part 2 (a) – Sole Proprietor</div> Your name in full Age Nationality Country of origin • Citizenship details																								
	<div style="text-align: center;">Part 2 (b) Partnership</div> Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.							
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1.																									
2.																									
3.																									
4.																									
	<div style="text-align: center;">Part 2 (c) – Registered Company</div> Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.				5.			
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1.																									
2.																									
3.																									
4.																									
5.																									
Date Signature of Candidate																									

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of [name and/or description of the equipment] (hereinafter called "the Tender")
..... KNOW ALL PEOPLE by these presents that WE
..... of having our registered office at
..... (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____
_____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank] _____

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called "the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called "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 Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____

SIGNED FOR ACCOUNTING OFFICER

8.8 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned decision
on the following grounds , namely:-

1.

2.

Etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

1.

2.

Etc.

SIGNED (Applicant)

Dated on.....day of/ 20.....

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary



KENYA TRADE NETWORK AGENCY (KENTRADE)
ANTI CORRUPTION AFFIDAVIT FORM
REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT
CHAPTER 15 OF THE LAWS OF KENYA

AND

IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT, NO. 33 OF 2015.

I, of P.O. Box
being a resident of In the Republic of Kenya do hereby make oath and
state as follows:-

1. THAT I am the;
(Chief Executive/Managing Director/Principal Officer/Director) of
.....(Name of the Business) which
is a Candidate in respect of Tender Number
..... to supply goods, render services and/ or
carry out works for Kenya Trade Network Agency and duly authorized and competent to make
this Affidavit.
2. THAT the aforesaid candidate has not been requested to pay any inducement to any member
of the Board, Management, Staff and/or employees and /or agents of Kenya Trade Network
Agency, which is the procuring entity.
3. THAT the aforesaid Candidate , its servant(s) and/or agent(s) have not been offered and will not
offer any inducement to any member of the Board, Management, Staff and/or employees and
/or agents of Kenya Trade Network Agency.
4. THAT the aforesaid Candidate, its servant(s) and agent(s) have not been debarred from any
procurement process.
5. THAT what is deponed to hereinabove is true to the best of my knowledge, information and
belief.

SWORN at by the said}

.....}

On this day of 20.....}

} _____ }
DEPONENT

Before me }
Commissioner for Oaths }