



KENYA TRADE NETWORK AGENCY (KENTRADE)
Embankment Plaza – First Floor P.O. Box 36943-00200-NAIROBI
Tel: +254 020 2614896; email: info@kentrade.go.ke

TENDER FOR
ACQUISITION OF ANNUAL PARTNER SUPPORT FOR
MICROSOFT DYNAMICS 365 CUSTOMER
RELATIONSHIP MANAGEMENT (CRM)
AND AVAYA CONTACT CENTRE SOLUTIONS

TENDER NO. KTNA/OT/15/2020-2021

MARCH, 2021

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INTRODUCTION

The Kenya Trade Network Agency (KENTRADE) requires partner and manufacturer support including maintenance for its Microsoft Dynamics 365 On-premises solution (hereinafter referred to as “The Solution”) and AVAYA CONTACT Centre Solution located at KENTRADE Embankment plaza in Nairobi.

The support and maintenance period shall be for one year and may be extended for one more year subject to satisfactory performance.

Details of the requirements are as indicated in Section V of this tender document.

March 31, 2021

TENDER NO. KTNA/OT/15/2020-2021

TENDER FOR ACQUISITION OF ANNUAL PARTNER SUPPORT FOR MICROSOFT DYNAMICS 365 CUSTOMER RELATIONSHIP MANAGEMENT (CRM) & AVAYA CONTACT CENTRE SOLUTIONS

I.1 The Kenya Trade Network Agency (KenTrade) invites sealed tenders from eligible candidates for the above subject requirement.

I.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.

I.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.

I.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 Two Hundred Thousand only (Kshs. 200,000.00)**. 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 **Thursday, April 08, 2021 at 1000hours**. Failure to provide tender security will lead to disqualification of the tender.

I.5 Prices quoted shall be inclusive of duty and other taxes and shall remain valid for **150 days** from the closing date of the tenders.

I.6 The completed tender documents, shall be submitted in two copies, marked as: -

“ORIGINAL TENDER” and “COPY OF TENDER”.

and shall be placed in one outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked **“DO NOT OPEN BEFORE Thursday, April 08, 2021 at 1000hours**, and shall be addressed to: -

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

I.7 All Tender Documents should be deposited in the Tender Box located at the reception area of KENTRADE Offices at Embankment Plaza (First Floor).

I.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

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SECTION II - INSTRUCTIONS TO TENDERERS

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 Contents of tender documents

- 2.3.1. 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) Details of service

- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

2.4 Clarification of Documents

2.4.1. 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 seven (7) 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"

2.4.2. 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

2.5 Amendment of documents

2.5.1. 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.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

- 2.5.3. 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.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 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 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

© If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. 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 to tender and the words: “DO NOT OPEN BEFORE **Thursday, April 08, 2021 at 1000hours.**”

2.15.3 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”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1000hours on Thursday, April 08, 2021** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 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 shall be sought, offered, or permitted.
- 2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 quantity, 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.
- 2.20.5 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 nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

- 2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 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 Notification of award

- 2.25.1 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.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.
- 2.26.3 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.

2.27 Performance Security

- 2.27.1 Within thirty (30) 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.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 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;
- 2.28.3** 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 (MICROSOFT). (Bidder MUST present proof of the same)
2.14.1	The tender security shall be Kshs. 200,000.00 (Kshs. Two 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 Thursday, April 08, 2021 at 1000hours
2.22	<p><u>Tender Evaluation</u></p> <p>MANDATORY REQUIREMENTS</p> <ul style="list-style-type: none"> i. Form of Tender duly filled, signed, stamped. (The total contract price to be indicated in the form of tender.) ii. Power of Attorney filled and signed. iii. Statutory documents iv. Current valid Tax Compliance Certificate (TCC). v. Current valid Registration certificate/ Certificate of incorporation vi. Current valid trade license. vii. Confidential Business questionnaire duly filled, signed, stamped. viii. Tender Security (indicate values and duration). ix. Audited financial accounts for the recent past three years 2020, 2019, 2018 x. Silver manufacturer authorization for support and implementation of Microsoft Dynamics CRM 365 Customer Engagement, Customer Service and Marketing solutions, from the manufacturer (Microsoft Corporation)- To be verified with the manufacturer. xi. Manufacturer authorization for support and implementation of AVAYA contact center telephony suite of solutions from the manufacturer (AVAYA Corporation)- To be verified with the manufacturer.

- xii. Anti-Corruption Affidavit- duly filed, signed, and stamped.
- xiii. The document **MUST** be sequentially paginated.

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

Technical Evaluation Criteria

Response to compliance to all Technical Specifications is **MANDATORY**. Bidders **MUST** respond to **ALL** the requirements on a clause-by-clause basis **stating clearly** how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**. Bidders who meet the technical specifications **SHALL** be considered for the next stage of evaluation.

The technical requirements detailed below are **MINIMUM** requirements and successful bidders **MUST** provide support for **ALL** specified requirements. The Bidder **shall** provide enough documentation to back up their compliance to technical specifications claims. Reference to these documents should be direct and specific.

PART A- MANDATORY TECHNICAL REQUIREMENTS-KENTRADE MICROSOFT DYNAMICS CRM 365 ONPREMISES SOLUTION

Item	Requirement	Bidder's response	Score
I.	<p>One -year partner and manufacturer support and maintenance of the solution including but not limited to:</p> <ul style="list-style-type: none"> i. Partner and Manufacturer Support including renewal of BREP and maintenance of all CRM functionalities and modules including Customer Engagement and Customer Service, Project Service Automation, Sales and Marketing and all required licenses for the period at no additional licenses cost other than the already existing base licenses. ii. Renewal of the Manufacturer support annual subscription (Licenses) and updates 		M

		<p>for all the platform solutions including business ready enhancement plans.</p> <p>iii. Provision and activation of licenses, implementation, support and maintenance of all inbuilt and third-party add-ons for social media, marketing, idea management.</p> <p>iv. Activation of Sales and Marketing modules at no additional software cost.</p> <p>v. Activation Project Service, Help Desk and Idea Management using the base license at no additional Cost.</p> <p>vi. Integration of Social Media such as What-up for business, Twitter, Facebook and Instagram among others with Customer Service Module.</p> <p>vii. Integration to CRM add-ons including mail chimp, power survey, power BI</p> <p>viii. Reconfiguration of the System as need arises to reflect the business requirements.</p> <p>ix. Integration of the CRM to existing SMS solutions</p> <p>x. Integration, support, maintenance and activation of social media and marketing add-ons, functionalities and applications.</p> <p>xi. Update and Upgrade of the Microsoft dynamics 365 CRM on-premises to the latest version.</p> <p>xii. Integrations of the CRM to custom and cloud solutions.</p> <p>xiii. Corrective maintenance and Support whenever called upon by the Agency. Break down calls shall be attended to as per SLA.</p> <p>xiv. Support integration to the Agency with Avaya Contact Center Solution and Kenya Tradenet and TFP Systems</p> <p>xv. Avail Support personnel as and when required by the Agency in line with SLA</p> <p>xvi. Consulting and advisory services regarding improvements to systems and business processes.</p> <p>xvii. Provision of regular updates as released and provided by the manufacturer for all related CRM solution applications, databases, integrations, and add-ons.</p>			
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		<p>xviii. Regular upgrades of the entire CRM solution for all related solution applications, databases, integrations, add-ons, and configurations.</p> <p>xix. Upgrade to the latest versions and patches of the Microsoft dynamics CRM at the base license cost and at no extra licenses costs.</p> <p>xx. Quarterly preventive maintenance undertaken on all the CRM solutions.</p>		
	2.	Support and maintenance of any other pre-existing, new enhancement or upgraded CRM solution applications, databases, integrations and add-ons, configurations as applicable and recommended by the manufacturers and as per professional advice of the partner, including annual preventive maintenance of the solution platform and related components.		M
	ITEM	REQUIREMENT	BIDDERS RESPONSE	SCORE
	3	Support and Maintenance of all Microsoft Dynamics 365 on-premises applications, databases, integrations and custom and third-party add-ons and existing and new functionalities of at least 40 user's active directory federation and internet facing deployments and implementations including single window integrations, marketing, social media and survey tools add-ons, reports, and all integrations.		M
	4	Provision of implementation, maintenance, and support of all required additional user functionality and reporting enhancements to the pre-existing solution.		M
	5	Support, maintenance and enhancement of the solutions security, performance tuning. Facilitate and undertake regular review of the security and backup of all the solution components including applications, databases, integrations and add-ons and all related configurations.		M

	6	Support and maintenance of Microsoft Dynamics 365 on-premises integration to the AVAYA contact center telephony solution.		M
	7	Support and maintenance of all functionalities related to social media, marketing, project management, idea management and all related integrations to these functionalities.		M
	8	Support and maintenance of Microsoft Dynamics 365 on-premises integration to Kenya Trade Net system and to the Trade Facilitation Portal.		M
	9	Facilitate the renewal of any required additional and existing product and user licenses for the solution for the one-year period. This includes renewal of licenses such as Business Ready Enhancement Plan.		M
	10	Ensure the solution add-ons, applications, databases, and operating systems are properly licensed and up to date with the manufacturer. This also applies to third-party add-ons.		M

	II	ONSITE SUPPORT: <ul style="list-style-type: none"> i. Diagnose solution defects and faults of the system and its components. ii. Conduct regular onsite faulty surveys and checks on the solution. iii. Inform KENTRADE on a regular basis about the latest available software patches for Installation and undertake delivery and installation of the same. iv. Advise KENTRADE on end of sale, support and life of solution so that the client can plan accordingly in relation to upgrades and overhaul of system. v. Perform quarterly preventive maintenance. vi. Perform quarterly and on a need basis, overall system (software and hardware) review so as to detect any anomalies. vii. Quarterly review of validity of all licenses and certificates viii. The bidder will ensure that support personnel are always available upon request. ix. The bidder will take immediate action and take necessary steps to resolve any fault reported by the Client within the times stipulated. x. The Supplier shall provide support six (6) days a week Monday to Saturday as a 		M
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	12	OFFSITE SUPPORT i. Isolation of the incident and to remotely troubleshoot, remedy, and resolve the incident with KenTrade team. ii. The bidder to initiate and perform remote diagnostics using electronic remote vpn and support solutions e.g., skype, TeamViewer, rdp etc. to access solution. iii. Regardless of the coverage window, incidents will be reported to via telephone or Web portal, or as an automated reporting event via the electronic remote support solutions 24 hours a day, 7 days a week. iv. Bidder to acknowledge the receipt of the service request by logging the call, assigning a case ID, and communicating that case ID to the KENTRADE team.		M											
	MANDATORY TECHNICAL REQUIREMENTS - AVAYA CONTACT CENTRE TELEPHONY SUITE SOLUTION SUPPORT														
	<table><tr><th>Item</th><th>Requirement</th><th>Bidder's response</th><th>Score</th></tr><tr><td>1.</td><td>The Bidder will be required to provide quarterly onsite support via 3 visits per quarter – where each visit is two days.</td><td></td><td>M</td></tr><tr><td>2.</td><td>The Bidder will be required to carry out configuration changes, software updates, upgrades patches and integrations with CRM, Kenya TradeNet System, Trade Facilitation Portal, WhatsApp for Business and other business systems on Avaya contact center Solution which includes: a) Communication Manager b) Utility Server</td><td></td><td>M</td></tr></table>	Item	Requirement	Bidder's response	Score	1.	The Bidder will be required to provide quarterly onsite support via 3 visits per quarter – where each visit is two days.		M	2.	The Bidder will be required to carry out configuration changes, software updates, upgrades patches and integrations with CRM, Kenya TradeNet System, Trade Facilitation Portal, WhatsApp for Business and other business systems on Avaya contact center Solution which includes: a) Communication Manager b) Utility Server		M		
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		<ul style="list-style-type: none"> c) Web-LM d) AES – Application Enablement service e) Session Manager f) Session Security Module g) System Manager/Service Manager (SMGR) h) G450 Voice Gateway/ Avaya IP PABX i) Avaya Aura Contact Center 7.2 j) ACR Recorder k) WFO(Work-Force Optimization) Version 15.1 l) Avaya Aura Communication Messaging (AACM) m) Avaya Remote Working Agents Subscription- 20 Agents n) Hardware replacement shall be Quoted separately on a need basis. However, the installation cost shall be covered under the scope of support and maintenance. o) Upgrade to the latest version and patches of the Avaya contact center telephony solution suite, at the base license cost and at no extra licenses costs. p) Renewal of the Manufacturer support annual subscription (Licenses) and updates for all the platform suite solutions. 			
	3.	The bidder shall ensure that support calls are attended to as per SLA.		M	
	4.	Deployment, support, and maintenance of all the required AVAYA solution reporting at the base license cost and at no additional license costs. Reports deployment support and maintenance shall include the following;		M	
	5.	The bidder will be required to review the current solution and provide recommendations to enhance		M	

		the performance and efficiency of the current solution.		
	6.	Deployment, support and maintenance of all the required AVAYA solution KPI monitoring modules at the base license cost and at no additional license costs.		M
	7.	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.		M
	8.	The bidder shall be required to provide support and maintenance of any other pre-existing, new enhancement or upgraded AVAYA solution suite applications, databases, integrations and add-ons, configurations as applicable and recommended by the manufacturers and as per professional advice of the partner, including annual preventive maintenance of the solution platform and related components.		M
ADDITIONAL MANDATORY - AVAYA USER & REPORTING REQUIREMENTS AND CUSTOMIZATIONS				
Item	Requirement		Bidder's	Score
1	The system should capture customer details and synchronize with CRM <ul style="list-style-type: none"> • Full Name • Organization • Contacts • Case Subject 			
2	The system should enable log in to Avaya Agent desktop, recordings and reports module via URL in a web browser			

	3	<p>The system should show reports as follows:</p> <p>a. Historical Reports</p> <p>Should capture the following details in addition to the existing:</p> <ul style="list-style-type: none"> • Agent • Time stamp • Customer details • Date and time • Case subject • KPIs • Service level • Agent not ready reasons • Agent log in/out timestamp • Details of inbound customers <p>b. Live reports</p> <p>Should capture the following details in addition to the existing</p> <ul style="list-style-type: none"> • Agent KPIs • Team average KPI • Time stamp on all calls • Agents to be able to view own live reports • Supervisor dashboard to show all agents KPIs under one tab • Automatic call back – dropped calls • Capture customer details • Agent not ready reasons • Agent log in/out timestamp 		
	4	<p>Recorded phone calls filtering should include the following</p> <ul style="list-style-type: none"> • Agent • Time stamp • Customer details • Date and time • Case subject • In addition to the current ones existing 		

5. Implement the following KenTrade KPIs in the system

- Phone calls no
- Average time per call
- Average hold time
- Not ready times per day
- Login – logout times
- Not ready reasons

KPIs	Phone calls no	Average time per call	Average hold time	Not ready times	Login – logout times	Not ready reasons	Team average
	<p>Highest responders of phone calls per</p> <ul style="list-style-type: none"> Day Month Quarter <p>Highest 3 agents - 95%</p> <p>The rest – 90%</p>	3 minutes or less – 95%	Less than 30 seconds – 95%	Less than 5 times - 100%	Login and logout should be once per day 100%	<p>Short break 5 times per day – 100%</p> <p>More than 5 -10 times – 90%</p> <p>More than 10 times 50%</p>	<p>The system and show averages of from the K</p> <ul style="list-style-type: none">
		3 – 5 minutes 80%	30 seconds to 2 minutes - 90%	5 – 10 times 90%	More than once 90%	Lunch – once	
		Over 5 minutes 50%	More than 2 minutes – 50%	More than 10 times 50%		Meeting – Once per week (system should have a breakdown to show meeting reason)	

	<ul style="list-style-type: none"> g. Calls should auto answer h. Have a queue for calls that don't get answered i. Integrate the office alcatel IP PABX with avaya Contact Centre Solution j. Enable all CCAs to log in to any PC and Laptops k. Implement video support – confirm costs l. Implement a new IVR – KenTrade will provide the IVR m. Implement a 30 second break to an agent after a call n. Enable users to customize their personal dashboards o. Enhance the call monitoring – listening, badging etc p. Implement Avaya outbound campaigns q. System should limit not ready/log out if agents are less than 2 between 7am – 7pm 		
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5.4 VENDOR EVALUATION

To proceed to the next stage of evaluation, a minimum score of **60 marks** is required in this section.

Item	Maximum Score
<p>Proof of technical competence (CV's and certifications, of technical staff involved in the support together with appropriate technical certifications and experience)</p> <ol style="list-style-type: none"> 1. Proof of Microsoft dynamics 365 CRM technical competence. Provision of three (3) relevant CVs of Microsoft dynamics 365 CRM, technical staff will earn 6 marks (2 mark for each relevant CV). 2. Microsoft Dynamics 365 CRM certifications for three (3) technical staff will earn 3 marks (1 mark for each relevant certification per staff). 3. Proof of AVAYA contact center telephony technical competence (CV's of technical staff involved in the support of the Avaya Contact Centre solution Provision of three (3) relevant CVs of technical staff will earn 6 marks (2 marks for each relevant CV). 4. Relevant AVAYA contact center telephony solution certifications for three (3) technical staff will earn 6 marks (2 mark for each relevant certification per staff). 	29

	<p>5. Number of years of the company in support of similar CRM solutions Three (3) years and above will earn 4 marks, 2 years will earn two (2) marks while 1 year will earn 1 mark.</p> <p>6. Number of years of the company in support of similar AVAYA contact center telephony solutions. Three (3) years and above will earn 4 marks, 2 years will earn two (2) marks while 1 year will earn 1 mark.</p>	
	<p>1. Detailed CRM and AVAYA support activities plan in the form of a support plan (Including activities, resources required, tasks & timelines). -3 Marks</p> <p>2. Detailed CRM and AVAYA project plan (Including activities, resources required, tasks & timelines)-3 Marks</p>	6
	<p>Reference to 3 Sites relevant to similar Microsoft Dynamics 365 CRM support solution.</p> <p>Each relevant site provided will earn five marks (5 marks).</p> <p>The relevant site must include: -</p> <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. Bidders must provide evidence of serviced LSOs or signed contracts. v. Completion or recommendation letters from each of the sites. 	15
	<p>Reference to 3 Sites relevant to similar AVAYA contact center telephony solutions support.</p> <p>Each relevant site provided will earn five (5 marks).</p> <p>The relevant site must include: -</p> <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. Bidders must provide evidence of serviced LSOs or signed contracts. 	15

	v. Completion certificate or recommendation letters from each of the sites.																										
	Total Score	65																									
5.5 DUE DILIGENCE																											
The maximum score under this stage is 20 marks. Bidders must score at least 18 marks to proceed to the next stage (Financial evaluation). At least 2 sites will be visited or contacted (for each site 10 marks)																											
<table><tr><th>NO</th><th>Criteria</th><th>Maximum Score</th><th>Site 1</th><th>Site 2</th></tr><tr><td>1</td><td>Authenticity of the site</td><td>5</td><td></td><td></td></tr><tr><td>2</td><td>Proof of scope work done in relation to this tender</td><td>5</td><td></td><td></td></tr><tr><td>3</td><td>Proof of completion work on site</td><td>5</td><td></td><td></td></tr><tr><td>4</td><td>Client satisfaction on support provided. Issues to do with response timelines and deliverables will be examined.</td><td>5</td><td></td><td></td></tr></table>			NO	Criteria	Maximum Score	Site 1	Site 2	1	Authenticity of the site	5			2	Proof of scope work done in relation to this tender	5			3	Proof of completion work on site	5			4	Client satisfaction on support provided. Issues to do with response timelines and deliverables will be examined.	5		
NO	Criteria	Maximum Score	Site 1	Site 2																							
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4	Client satisfaction on support provided. Issues to do with response timelines and deliverables will be examined.	5																									
2.24	iii) Award Criteria The bidder with the lowest financial cost shall be recommended for the award of this Tender provided they have met all Preliminary and Mandatory Technical requirements and have attained minimum score of 78 marks at Vendor evaluation and due diligence stages.																										
2.27	Performance Security shall be 5% of the contract amount.																										

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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

3.8.1. The method and conditions of payment to be made to the security firm under this Contract shall be specified in SCC

3.8.2. 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 it's 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

KENTRADE MICROSOFT DYNAMICS CRM AND AVAYA CONTACT CENTRE SUPPORT AND MAINTENANCE TECHNICAL REQUIREMENTS

5.0 INTRODUCTION

KENTRADE requires partner and manufacturer support including maintenance for its Microsoft Dynamics 365 On-premises solution (hereinafter referred to as “The Solution”) and AVAYA CONTACT Centre Solution located at KENTRADE Embankment plaza in **Nairobi**.

The support and maintenance period shall be for one year and may be extended for one more year subject to satisfactory performance.

5.1 DESCRIPTION OF SERVICES

5.1.1 CRM SUPPORT AND MAINTENANCE REQUIREMENTS

Support and Maintenance of the solution shall entail the following:

- a) A one-year renewal of the manufacturer annual subscription (licenses and support) and updates for all the solution components but not limited to the below, subject to an extension of one year based on performance.
- b) A one year onsite and offsite maintenance support for the solution.

This solution shall include one-year support and maintenance of the following components: -

- i. Support, maintenance, and activation of Microsoft Dynamics CRM 365 On Premises software functionalities including Customer Engagement and Customer Service, Project Service Automation, Sales and Marketing at the cost of the base license and at no additional costs.
- ii. Integrations of the CRM to custom and cloud solutions.
- iii. Integration to CRM add-ons including mail chimp, power survey, power BI.
- iv. Integration of the CRM to existing SMS solutions
- v. Integration of the CRM to existing augmented services.
- vi. Integration, support, maintenance and activation of social media and marketing add-ons, functionalities, and applications.

- vii. Update and Upgrade of the Microsoft dynamics 365 CRM on-premises to the latest version.
- viii. Upgrades and patches at the base license cost and at no additional licensing costs.
- ix. 24 * 7 Onsite and Offsite support when required.

5.1.2 A ONE YEAR RENEWAL OF THE MANUFACTURER (MICROSOFT) ANNUAL SUBSCRIPTION INCLUDING LICENSING AND UPDATES.

The bidder shall provide and facilitate the annual subscription including licensing and updates for the solution that is payable annually to Microsoft Corporation. This should cater for one year.

5.1.3 A ONE YEAR MAINTENANCE SUPPORT FOR THE MICROSOFT DYNAMICS CRM 365 ONPREMISES SOLUTION.

The bidder shall indicate how they will ensure that the technical and functional needs are adequately supported, to ensure proper support of the solution that meets or exceeds KENTRADE 's expectation.

The support information shall include how the bidder intends to support and maintain the solution.

The support shall entail the following modes: -

No.	Description of Support	Number of visits per Quarter (4 Quarters Annually)		Number of days per Visit	
		Onsite	Off site	Onsite	Off site
1.	Onsite Support	4		<u>3</u>	
	1. There shall be a minimum of 3 days onsite support per quarter.				
	2. This support entails critical updates, rollouts, maintenance, and support for the solution.				
2.	Off-site Support		Unlimited		Unlimited
	1. For any issue or challenge arising from any component of the CRM solution.				

5.1.4 MAINTENANCE

Besides the employment of skilled resources, the success of the support will depend on excellent understanding of the current business environment and user requirements and expectations, including the pre-existing setups. The supplier is expected to outline the project support governance, team structure and standard support methodology to be used. Outline to include a detailed plan of support and maintenance including updates and upgrades.

At a minimum the Supplier shall submit to KENTRADE the following periodic quarterly reports for the purpose of support and maintenance during this period:-

- a. Inspection reports. This shall cover the details of the onsite and offsite visits and any issues that need to be addressed.
- b. Monthly log of support service calls and problem resolutions.
- c. Quarterly maintenance support reports.

5.2 AVAYA CONTACT CENTRE TELEPHONY SOLUTION SUPPORT AND MAINTENANCE REQUIRMENTS

KENTRADE requires partner and manufacturer support including maintenance for its Avaya Contact Centre Telephony Solution (hereinafter referred to as “The Solution”) located at KENTRADE Embankment plaza in **Nairobi**.

The support and maintenance period shall be for one year and may be extended for one more year subject to excellent performance.

Support and Maintenance of the AVAYA solution shall entail but will not be limited to the following:

- a) A one-year renewal of the manufacturer annual subscription (licenses and support) and updates for all the solution components but not limited to the below.
- b) A one year onsite and offsite maintenance support for the solution. This solution shall include the following components:
 - 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 7.2
- x. ACR Recorder
- xi. WFO (Work-Force Optimization) Version 15.1
- xii. Avaya Aura CommunicationMessaging (AACM)
- xiii. Remote Workforce Agents - 20

- c) Integrations of the Avaya solution to custom and cloud solutions.
- d) Integration, support, maintenance and activation of all required add-ons, functionalities and applications.
- e) Deployment, support and maintenance of all the required AVAYA solution reporting and KPI monitoring solutions at the base license cost and at no additional license costs
- f) Upgrades and patches at the base license cost and at no additional licensing costs.
- g) 24 * 7 Onsite and Offsite support when required.

5.2.1 A ONE YEAR RENEWAL OF THE MANUFACTURER (AVAYA) ANNUAL SUBSCRIPTION INCLUDING LICENSING AND UPDATES.

The bidder shall provide and facilitate the annual subscription including licensing and updates for the solution that is payable annually to Avaya Corporation. This should cater for one-year period.

5.2.1 ONE YEAR MAINTENANCE SUPPORT FOR THE AVAYA CONTACT CENTRE TELEPHONY SOLUTION

The bidder shall indicate how they will ensure that the technical and functional needs are adequately supported, to ensure proper support of the solution that meets or exceeds KENTRADE 's expectation.

The support information shall include how the bidder intends to support and maintain the solution.

The support shall entail the following modes: -

No.	Description of Support	Number of visits per Quarter (4 Quarters Annually)		Number of days per Visit	
		Onsite	Off site	Onsite	Off site
I.	Onsite Support	4		3	
	1. There shall be a minimum of 3 days onsite support per quarter.				
	2. This support entails critical updates, rollouts, maintenance, and support for				

No.	Description of Support	Number of visits per Quarter (4 Quarters Annually)		Number of days per Visit	
		Onsite	Off site	Onsite	Off site
	the solution.				
2.	Off-site Support		24*7 Unlimited		24*7 Unlimited
	3. For any issue or challenge arising from any component of the Avaya solution.				

5.2.2 MAINTENANCE

Besides the employment of skilled resources, the success of the support will depend on excellent understanding of the current business environment and user requirements and expectations, including the pre-existing setups. The supplier is expected to outline the project support governance, team structure and standard support methodology to be used. Outline to include a detailed plan of support and maintenance including updates and upgrades.

At a minimum the Supplier shall submit to KENTRADE the following periodic quarterly reports for the purpose of support and maintenance during this period:-

- a. Inspection reports. This shall cover the details of the onsite and offsite visits and any issues that need to be addressed.
- b. Monthly log of support service calls and problem resolutions.
- c. Quarterly maintenance support reports.

5.3 EVALUATION CRITERIA

The following evaluation criterion shall be applicable for this tender.

5.3.1 MANDATORY REQUIREMENTS

- i. Form of Tender duly filled, signed, stamped. (The total contract price to be indicated in the form of tender.)
 - ii. Power of Attorney filled and signed.
 - iii. Statutory documents
 - Current valid Tax Compliance Certificate (TCC).
 - Current valid Registration certificate/ Certificate of incorporation
 - Current valid trade license.

- iv. Confidential Business questionnaire duly filled, signed, stamped.
- v. Tender Security (indicate values and duration).
- vi. Audited financial accounts for the recent **past** three years 2020, 2019, 2018
- vii. Silver manufacturer authorization for support and implementation of Microsoft Dynamics CRM 365 Customer Engagement, Customer Service and Marketing solutions, from the manufacturer (Microsoft Corporation)-To be verified with the manufacturer.
- viii. Manufacturer authorization for support and implementation of AVAYA contact center telephony suite of solutions from the manufacturer (AVAYA Corporation)- To be verified with the manufacturer.
- ix. Anti-Corruption Affidavit- duly filed, signed and stamped.
- x. The document **MUST** be sequentially paginated.

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

5.3.2 Technical Evaluation Criteria

Response to compliance to all Technical Specifications is **MANDATORY**. Bidders **MUST** respond to **ALL** the requirements on a clause-by-clause basis **stating clearly** how their solution meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**. Bidders who meet the technical specifications **SHALL** be considered for the next stage of evaluation.

The technical requirements detailed below are **MINIMUM** requirements and successful bidders **MUST** provide support for **ALL** specified requirements. The Bidder **shall** provide enough documentation to back up their compliance to technical specifications claims. Reference to these documents should be direct and specific.

PART A- MANDATORY TECHNICAL REQUIREMENTS- KENTRADE MICROSOFT DYNAMICS CRM 365 ONPREMISES SOLUTION

Item	Requirement	Bidder's response	Score
I.	<p>One -year partner and manufacturer support and maintenance of the solution including but not limited to:</p> <ul style="list-style-type: none"> i. Partner and Manufacturer Support including renewal of BREP and maintenance of all CRM functionalities and modules including Customer Engagement and Customer Service, Project Service Automation, Sales and Marketing and all required 		M

Item	Requirement	Bidder's response	Score
	<p>licenses for the period at no additional licenses cost other than the already existing base licenses.</p> <p>ii. Renewal of the Manufacturer support annual subscription (Licenses) and updates for all the platform solutions including business ready enhancement plans.</p> <p>iii. Provision and activation of licenses, implementation, support and maintenance of all inbuilt and third-party add-ons for social media, marketing, idea management.</p> <p>iv. Activation of Sales and Marketing modules at no additional software cost.</p> <p>v. Activation Project Service, Help Desk and Idea Management using the base license at no additional Cost.</p> <p>vi. Integration of Social Media such as What-up for business, Twitter, Facebook and Instagram among others with Customer Service Module.</p> <p>vii. Integration to CRM add-ons including mail chimp, power survey, power BI</p> <p>viii. Reconfiguration of the System as need arises to reflect the business requirements.</p> <p>ix. Integration of the CRM to existing SMS solutions</p> <p>x. Integration, support, maintenance and activation of social media and marketing add-ons, functionalities and applications.</p> <p>xi. Update and Upgrade of the Microsoft dynamics 365 CRM on-premises to the latest version.</p> <p>xii. Integrations of the CRM to custom and cloud solutions.</p> <p>xiii. Corrective maintenance and Support whenever called upon by the Agency. Break down calls shall be attended to as per SLA.</p> <p>xiv. Support integration to the Agency with Avaya Contact Center Solution and Kenya Tradenet and TFP Systems</p> <p>xv. Avail Support personnel as and when required by the Agency in line with SLA</p> <p>xvi. Consulting and advisory services regarding improvements to systems and business processes.</p> <p>xvii. Provision of regular updates as released and provided by the manufacturer for all related CRM solution applications, databases, integrations, and add-ons.</p>		

Item	Requirement	Bidder's response	Score
	xviii. Regular upgrades of the entire CRM solution for all related solution applications, databases, integrations, add-ons, and configurations. xix. Upgrade to the latest versions and patches of the Microsoft dynamics CRM at the base license cost and at no extra licenses costs. xx. Quarterly preventive maintenance undertaken on all the CRM solutions.		
2.	Support and maintenance of any other pre-existing, new enhancement or upgraded CRM solution applications, databases, integrations and add-ons, configurations as applicable and recommended by the manufacturers and as per professional advice of the partner, including annual preventive maintenance of the solution platform and related components.		M

ITEM	REQUIREMENT	BIDDERS RESPONSE	SCORE
3	Support and Maintenance of all Microsoft Dynamics 365 on-premises applications, databases, integrations and custom and third-party add-ons and existing and new functionalities of at least 40 user's active directory federation and internet facing deployments and implementations including single window integrations, marketing, social media and survey tools add-ons, reports, and all integrations.		M
4	Provision of implementation, maintenance, and support of all required additional user functionality and reporting enhancements to the pre-existing solution.		M
5	Support, maintenance and enhancement of the solutions security, performance tuning. Facilitate and undertake regular review of the security and backup of all the solution components including applications, databases, integrations and add-ons and all related configurations.		M

6	Support and maintenance of Microsoft Dynamics 365 on-premises integration to the AVAYA contact center telephony solution.		M
7	Support and maintenance of all functionalities related to social media, marketing, project management, idea management and all related integrations to these functionalities.		M
8	Support and maintenance of Microsoft Dynamics 365 on-premises integration to Kenya Trade Net system and to the Trade Facilitation Portal.		M
9	Facilitate the renewal of any required additional and existing product and user licenses for the solution for the one-year period. This includes renewal of licenses such as Business Ready Enhancement Plan.		M
10	Ensure the solution add-ons, applications, databases, and operating systems are properly licensed and up to date with the manufacturer. This also applies to third-party add-ons.		M

II	<p>ONSITE SUPPORT:</p> <ul style="list-style-type: none"> xii. Diagnose solution defects and faults of the system and its components. xiii. Conduct regular onsite faulty surveys and checks on the solution. xiv. Inform KENTRADE on a regular basis about the latest available software patches for Installation and undertake delivery and installation of the same. xv. Advise KENTRADE on end of sale, support and life of solution so that the client can plan accordingly in relation to upgrades and overhaul of system. xvi. Perform quarterly preventive maintenance. xvii. Perform quarterly and on a need basis, overall system (software and hardware) review so as to detect any anomalies. xviii. Quarterly review of validity of all licenses and certificates xix. The bidder will ensure that support personnel are always available upon request. xx. The bidder will take immediate action and take necessary steps to resolve any fault reported by the Client within the times stipulated. xxi. The Supplier shall provide support six (6) days a week Monday to Saturday as a minimum 		M
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12	OFFSITE SUPPORT <ul style="list-style-type: none"> v. Isolation of the incident and to remotely troubleshoot, remedy, and resolve the incident with KenTrade team. vi. The bidder to initiate and perform remote diagnostics using electronic remote vpn and support solutions e.g., skype, TeamViewer, rdp etc. to access solution. vii. Regardless of the coverage window, incidents will be reported to via telephone or Web portal, or as an automated reporting event via the electronic remote support solutions 24 hours a day, 7 days a week. viii. Bidder to acknowledge the receipt of the service 		M
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MANDATORY TECHNICAL REQUIREMENTS - AVAYA CONTACT CENTRE TELEPHONY SUITE SOLUTION SUPPORT

Item	Requirement	Bidder's response	Score
1.	The Bidder will be required to provide quarterly onsite support via 3 visits per quarter – where each visit is two days.		M
2.	<p>The Bidder will be required to carry out configuration changes, software updates, upgrades patches and integrations with CRM, Kenya TradeNet System, Trade Facilitation Portal, WhatsApp for Business and other business systems on Avaya contact center Solution which includes:</p> <ul style="list-style-type: none"> q) Communication Manager r) Utility Server s) Web-LM t) AES – Application Enablement service u) Session Manager 		M

Item	Requirement	Bidder's response	Score
	<ul style="list-style-type: none"> v) Session Security Module w) System Manager/Service Manager(SMGR) x) G450 Voice Gateway/ Avaya IP PABX y) Avaya Aura Contact Center 7.2 z) ACR Recorder aa) WFO(Work-Force Optimization) Version 15.1 bb) Avaya Aura Communication Messaging (AACM) cc) Avaya Remote Working Agents Subscription- 20 Agents dd) Hardware replacement shall be Quoted separately on a need basis. However, the installation cost shall be covered under the scope of support and maintenance. ee) Upgrade to the latest version and patches of the Avaya contact center telephony solution suite, at the base license cost and at no extra licenses costs. ff) Renewal of the Manufacturer support annual subscription (Licenses) and updates for all the platform suite solutions. 		
3.	The bidder shall ensure that support calls are attended to as per SLA.		M
4.	Deployment, support, and maintenance of all the required AVAYA solution reporting at the base license cost and at no additional license costs. Reports deployment support and maintenance shall include the following;		M
5.	The bidder will be required to review the current solution and provide recommendations to enhance the performance and efficiency of the current solution.		M
6.	Deployment, support and maintenance of all the required AVAYA solution KPI monitoring modules at the base license cost and at no additional license costs		M
7.	The bidder shall be required to provide reports after every support incident and preventive maintenance exercise. This		M

Item	Requirement	Bidder's response	Score
	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.		
8.	The bidder shall be required to provide support and maintenance of any other pre-existing, new enhancement or upgraded AVAYA solution suite applications, databases, integrations and add-ons, configurations as applicable and recommended by the manufacturers and as per professional advice of the partner, including annual preventive maintenance of the solution platform and related components.		M

ADDITIONAL MANDATORY - AVAYA USER & REPORTING REQUIREMENTS AND CUSTOMIZATIONS

Item	Requirement	Bidder's Response	Score
1	<p>The system should capture customer details and synchronize with CRM</p> <ul style="list-style-type: none"> • Full Name • Organization • Contacts • Case Subject 		
2	The system should enable log in to Avaya Agent desktop, recordings and reports module via URL in a web browser		
3	<p>The system should show reports as follows:</p> <p>c. Historical Reports</p> <p>Should capture the following details in addition to the existing:</p> <ul style="list-style-type: none"> • Agent • Time stamp • Customer details • Date and time • Case subject • KPIs 		

	<ul style="list-style-type: none">• Service level• Agent not ready reasons• Agent log in/out timestamp• Details of inbound customers <p>d. Live reports</p> <p>Should capture the following details in addition to the existing</p> <ul style="list-style-type: none">• Agent KPIs• Team average KPI• Time stamp on all calls• Agents to be able to view own live reports• Supervisor dashboard to show all agents KPIs under one tab• Automatic call back – dropped calls• Capture customer details• Agent not ready reasons• Agent log in/out timestamp																		
4	<p>Recorded phone calls filtering should include the following</p> <ul style="list-style-type: none">• Agent• Time stamp• Customer details• Date and time• Case subject• In addition to the current ones existing																		
5.	<p>Implement the following KenTrade KPIs in the system</p> <ul style="list-style-type: none">a. Phone calls nob. Average time per callc. Average hold timed. Not ready times per daye. Login – logout timesf. Not ready reasons <table><tr><th>KPIs</th><th>Phone calls no</th><th>Average time per call</th><th>Average hold time</th><th>Not ready times</th><th>Login – logout times</th><th>Not ready reasons</th><th>Team and Personal average</th></tr><tr><td></td><td>Highest responders of phone calls per</td><td>3 minutes or less – 95%</td><td>Less than 30</td><td>Less than 5 times</td><td>Login and logout</td><td>Short break 5</td><td>The system should calculate and show real time</td></tr></table>	KPIs	Phone calls no	Average time per call	Average hold time	Not ready times	Login – logout times	Not ready reasons	Team and Personal average		Highest responders of phone calls per	3 minutes or less – 95%	Less than 30	Less than 5 times	Login and logout	Short break 5	The system should calculate and show real time		
KPIs	Phone calls no	Average time per call	Average hold time	Not ready times	Login – logout times	Not ready reasons	Team and Personal average												
	Highest responders of phone calls per	3 minutes or less – 95%	Less than 30	Less than 5 times	Login and logout	Short break 5	The system should calculate and show real time												

	<ul style="list-style-type: none">DayMonthQuarter Highest 3 agents - 95% The rest – 90%		seconds – 95%	- 100%	should be once per day 100%	times per day – 100% More than 5 -10 times – 90% More than 10 times 50%	averages of the following from the KPIs <ul style="list-style-type: none">agent %team average %	
		3 – 5 minutes 80%	30 seconds to 2 minutes - 90%	5 – 10 times 90%	More than once 90%	Lunch – once		
		Over 5 minutes 50%	More than 2 minutes – 50%	More than 10 times 50%		Meeting – Once per week (system should have a breakdown to show meeting reason)		

g. Calls should auto answer

h. Have a queue for calls that don't get answered

i. Integrate the office alcatel IP PABX with avaya Contact Centre Solution

j. Enable all CCAs to log in to any PC and Laptops

k. Implement video support – confirm costs

l. Implement a new IVR – KenTrade will provide the IVR

m. Implement a 30 second break to an agent after a call

n. Enable users to customize their personal dashboards

o. Enhance the call monitoring – listening, badging etc

p. Implement Avaya outbound campaigns

q. System should limit not ready/log out if agents are less than 2 between 7am – 7pm

5.4 VENDOR EVALUATION

To proceed to the next stage of evaluation, a minimum score of **60 marks** is required in this section.

Item	Maximum Score
<p>Proof of technical competence (CV's and certifications, of technical staff involved in the support together with appropriate technical certifications and experience)</p> <ol style="list-style-type: none"> 1. Proof of Microsoft dynamics 365 CRM technical competence. Provision of three (3) relevant CVs of Microsoft dynamics 365 CRM, technical staff will earn 6 marks (2 mark for each relevant CV). 2. Microsoft Dynamics 365 CRM certifications for three (3) technical staff will earn 3 marks (1 mark for each relevant certification per staff). 3. Proof of AVAYA contact center telephony technical competence (CV's of technical staff involved in the support of the Avaya Contact Centre solution Provision of three (3) relevant CVs of technical staff will earn 6 marks (2 marks for each relevant CV). 4. Relevant AVAYA contact center telephony solution certifications for three (3) technical staff will earn 6 marks (2 mark for each relevant certification per staff). 5. Number of years of the company in support of similar CRM solutions Three (3) years and above will earn 4 marks, 2 years will earn two (2) marks while 1 year will earn 1 mark. 6. Number of years of the company in support of similar AVAYA contact center telephony solutions. Three (3) years and above will earn 4 marks, 2 years will earn two (2) marks while 1 year will earn 1 mark. 	29
<ol style="list-style-type: none"> 3. Detailed CRM and AVAYA support activities plan in the form of a support plan (Including activities, resources required, tasks & timelines). -3 Marks 4. Detailed CRM and AVAYA project plan (Including activities, resources required, tasks & timelines)-3 Marks 	6
<p>Reference to 3 Sites relevant to similar Microsoft Dynamics 365 CRM support solution.</p> <p>Each relevant site provided will earn five marks (5 marks).</p>	15

<p>The relevant site must include: -</p> <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. Bidders must provide evidence of serviced LSOs or signed contracts. v. Completion or recommendation letters from each of the sites. 	
<p>Reference to 3 Sites relevant to similar AVAYA contact center telephony solutions support.</p> <p>Each relevant site provided will earn five (5 marks).</p> <p>The relevant site must include: -</p> <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. Bidders must provide evidence of serviced LSOs or signed contracts. v. Completion certificate or recommendation letters from each of the sites. 	15
Total Score	65

5.5 DUE DILIGENCE

The maximum score under this stage is 20 marks. Bidders must score at least 18 marks to proceed to the next stage (Financial evaluation). At least 2 sites will be visited or contacted (for each site 10 marks)

NO	Criteria	Maximum Score	Site 1	Site 2
1	Authenticity of the site	5		
2	Proof of scope work done in relation to this tender	5		
3	Proof of completion work on site	5		
4	Client satisfaction on support provided. Issues to do with response timelines and deliverables will be examined.	5		

5.6 FINANCIAL EVALUATION

The bidder with the lowest financial cost shall be recommended for the award of this Tender provided they have met all Preliminary and Mandatory Technical requirements and have attained minimum score of **78** marks at Vendor evaluation and due diligence stages.

5.7 Overall Evaluation Criteria

No.	Criteria	Maximum Score	Cut off
1.	Preliminary	Mandatory	Mandatory
2.	Compliance to Technical Specifications	Mandatory	Mandatory
3.	Vendor Evaluation	65	60
4.	Due Diligence	20	18
2.	Financial Evaluation	Lowest bidder meeting the technical specification with a total minimum score of 78 marks	78

SECTION VI - SCHEDULE OF REQUIREMENTS

Number	Description	Delivery schedule
	All requirements as indicated in section 5	

SECTION VII - PRICE SCHEDULE FOR SERVICES

Bidders **MUST** indicate the following breakdown in the financial proposal.

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:

I. 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 I 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 I – 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

	Part 2 (a) – Sole Proprietor																								
	Your name in full Age Nationality Country of origin • Citizenship details																								
	Part 2 (b) Partnership																								
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">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.							
Name	Nationality	Citizenship Details	Shares																						
1.																									
2.																									
3.																									
4.																									
	Part 2 (c) – Registered Company																								
	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: 30%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">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.			
Name	Nationality	Citizenship Details	Shares																						
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



KENYA TRADE NETWORK AGENCY (KENTRADE)

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 I

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 of20.....

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 }