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**TENDER DOCUMENT**  
**FOR THE PROVISION OF SUPPORT SERVICE FOR**  
**KENYA TRADENET SYSTEM SUPPORTING**  
**SOFTWARE**

**TENDER NO. KTNA/OT/03/2018-19**

*September , 2018*

## TABLE OF CONTENTS

	<b>PAGE</b>
INTRODUCTION .....	3
SECTION I INVITATION TO TENDER.....	5
SECTION II INSTRUCTIONS TO TENDERERS.....	8
Appendix to Instructions to Tenderers .....	18
SECTION III GENERAL CONDITIONS OF CONTRACT.....	24
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	29
SECTION V TECHNICAL SPECIFICATIONS.....	30
DESCRIPTION OF SERVICES.....	31
SECTION VI SCHEDULE OF REQUIREMENTS.....	38
SECTION VII PRICE SCHEDULE FOR GOODS.....	39
SECTION VIII STANDARD FORMS.....	40
8.1 FORM OF TENDER.....	41
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	42
8.3 TENDER SECURITY FORM.....	44
8.4 CONTRACT FORM.....	45
8.5 PERFORMANCE SECURITY FORM.....	46
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	47
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	48
8.8 LETTER OF NOTIFICATION OF AWARD.....	49
8.9 FORM RB I.....	50

## **I. INTRODUCTION**

- I.1 This Standard Tender Document has been prepared for use by The Kenya Trade Network Agency (KenTrade) for the procurement of PROVISION OF SUPPORT SERVICE FOR KENYA TRADENET SYSTEM SUPPORTING SOFTWARE
- I.2 The document includes a letter of Invitation, Instructions to Tenderers, detailed specifications of the requirements, and various forms for the tenderer to apply.
- I.3 The Kenya TradeNet System is one of Kenya's key Trade facilitation Systems and KenTrade's flagship product. The continuity and high availability of the System's services is therefore critical for the Agency to attain its mandate. Software manufacturer support is a significant maintenance component to achieve high availability of the system.
- I.4 KENTRADE requires one (1) year support and maintenance services for the Supporting Software of the Kenya TradeNet System. The support and maintenance services contract will be payable annually and renewable up to a maximum of 3 years subject to satisfactory performance.

## **2. The Annual Support and Maintenance of the Kenya TradeNet System supporting software shall include the following activities:**

- a) One (1) year Partner support and maintenance payable annually for all the Supporting Software tabulated above.
- b) The winning Bidder will be required to undertake preventive maintenance service to keep the supporting Software in good working condition. The preventive maintenance will include the following:
  - i. Installation of Software patches and upgrades,
  - ii. Performance tuning,
  - iii. Inform the Agency on maintenance activities to be done as advised by the Manufacturer of the Supported Software,
- c) The winning bidder will be required to undertake corrective maintenance whenever called upon by the Agency.
- d) The winning bidder will be required to ensure that maintenance personnel are readily available as and when required by the Agency.
- e) The winning bidder will be responsible for renewing the manufacturer support for the supporting software tabulated above.
- f) Facilitate purchase and implementation of the additional licenses for the Kenya TradeNet System .

**TENDER NO. KTNA/OT/03/2018-19**

**TENDER FOR THE PROVISION OF SUPPORT SERVICE FOR KENYA TRADENET SYSTEM SUPPORTING SOFTWARE**

- I.1 The Kenya Trade Network Agency invites sealed tenders from eligible candidates for the **Provision Of Support Service For Kenya Tradenet System Supporting Software (RE -TENDER)**.
- I.2 Interested eligible candidates may view and downloaded **free of charge** from our website on the following link:- <http://www.kentrade.go.ke/index.php/procurement/tenders>, or purchased at a cost of **Kshs. 1000.00** from the procurement office at Embankment Plaza (1<sup>st</sup> Floor), Upper Hill.
- 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, in the amount of Kenya Shillings Nine hundred thousands only (**Kshs. 900,000.00**). 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 **Monday October 15, 2018 at 1000 hours**. 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 **90 days** from the closing date of the tenders.
- I.6 Completed Tender documents, shall be submitted in two separate envelopes marked as

**“TECHNICAL PROPOSAL,” and “FINANCIAL PROPOSAL”.**

Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked “**DO NOT OPEN BEFORE Monday October 15, 2018, 2018, 2018 at 1000 hours**”, and shall be addressed to:-

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

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

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

1.9 Bidders may attend a Bidder’s conference on **October Wednesday 3<sup>rd</sup>, 2018 at 10.00 am** in order to understand the Kenya TradeNet System set-up and acquire a better understanding of the requirements for the required **support and maintenance**.

**CHIEF EXECUTIVE OFFICER**

## SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses	Page
2.1 Eligible tenderers.....	8
2.2 Eligible goods.....	8
2.3 Cost of tendering.....	8
2.4 Contents of Tender document.....	8
2.5 Clarification of documents.....	9
2.6 Amendment of documents.....	9
2.7 Language of tender.....	9
2.8 Documents comprising the tender.....	10
2.9 Form of Tender.....	10
2.10 Tender prices.....	10
2.11 Tender currencies.....	10
2.12 Tenderers eligibility and qualifications.....	10
2.13 Goods' eligibility and conformity to Tender documents.....	10
2.14 Tender security.....	11
2.15 Validity of tenders.....	12
2.16 Format and signing of tenders.....	12
2.17 Sealing and marking of tenders.....	12
2.18 Deadline for submission of tender .....	13
2.19 Modification and withdrawal of tenders.....	13
2.20 Opening of tenders.....	14
2.21 Clarification of tenders.....	14
2.22 Preliminary examination.....	14
2.23 Conversion to single currency.....	15
2.24 Evaluation and comparison of tenders.....	15
2.25 Contacting the procuring entity.....	15
2.26 Award of contract.....	15
(a) Post qualification.....	15
(b) Award criteria.....	16
(c) Procuring entity's right to vary quantities....	16
(d) Procuring entity's right to accept or reject any or all tenders .....	16
2.27 Notification of award.....	16
2.28 Signing of contract.....	17
2.29 Performance security.....	17
2.30 Corrupt or fraudulent practices.....	17

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

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

### **2.2 Cost of tendering**

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

### **2.3 Cost of Tendering**

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

### **2.4 Contents of tender documents**

- 2.4.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Form of tender

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

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

## **2.5 Clarification of Documents**

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

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

## **2.6 Amendment of documents**

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

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

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

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an



accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

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

## **2.9 Form of Tender**

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

## **2.10 Tender Prices**

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

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22  
Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer

signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27 or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

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

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

## 2.16 **Format and Signing of Tender**

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

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

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

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE Monday October 15, 2018, 2018 at 1000 hours .**”

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

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

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Monday October 15, 2018, 2018 at 1000 hours.**

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

## **2.19 Modification and Withdrawal of Tenders**

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

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

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

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

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

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

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Monday October 15, 2018, at 1000 hours**, in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the exchange rate on the date of the tender closing provided by the Central Bank of Kenya.
- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

### **(b) Award Criteria**

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

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

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

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

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any

obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

## **2.28 Notification of Award**

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

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

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

## **2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

2.30.1 Within seven (7) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and



- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix on the instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Registered firms who have a written (Verifiable) authorization from the manufacturer (IBM, ELIXIR, VERITAS) to provide the support and maintenance service for Kenya tradenet system supporting software. Registered firms who have Oracle Platinum Partner Certification. <b>Any bid that fails to attach any of the manufacturers, authorization will be considered Non responsive</b>
2.14.1	The tender security shall be <b>Kshs. 900,000.00</b> (Kshs. Fifty 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 <b>Monday October 15, 2018 at 1000 hours</b>
2.24	<p><b>Tender Evaluation</b></p> <p>The following evaluation criterion shall be applicable for this tender.</p> <p><b>A. Mandatory Requirements</b></p> <ol style="list-style-type: none"> <li>i. Form of Tender duly filled and signed.(To be included in the financial proposal)</li> <li>ii. Power of Attorney.</li> <li>iii. Statutory documents duly certified by a Commissioner of oaths / magistrate or the issuing body. <ul style="list-style-type: none"> <li>- Valid Tax Compliance Certificate (TCC).</li> <li>- Registration certificate/ Certificate of incorporation</li> <li>- CR 12 certificate from the registrar of companies</li> <li>- Valid trade license.</li> </ul> </li> <li>iv. Confidential Business questionnaire duly filled and signed.</li> <li>v. Tender Security of Kshs 900,000.00 valid for 120 days</li> <li>vi. Audited financial accounts for the <b>past</b> three years.</li> <li>vii. Verifiable Oracle Platinum Partner Certification.</li> <li>viii. Manufacturer authorization from IBM, ELIXIR and VERITAS.</li> <li>ix. Anticorruption affidavit duly filled and signed.</li> <li>x. Attach Identification documents (IDs or Valid Passports) of the</li> </ol>

- owners/Directors of the firms
- xi. Certificate of Accreditation from ICT Authority

Bidders are strongly advised to PAGINATE their document and comply with all mandatory requirements to be considered for the next evaluation stage (Technical evaluation).

**B. TECHNICAL EVALUATION CRITERIA**

- I. Bidders MUST score at least 60 marks out of 65 marks in the detailed technical specifications section (SECTION 3) in order to proceed to the next stage (Overall Technical Evaluation).
- II. The maximum score under overall technical evaluation is 100 and Bidders must score at least 90 under this overall technical evaluation to proceed to the next stage (Financial Evaluation).
- III. 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.
- IV. Responses such as “complied”, “possible to do”, “☐”, “meets”, “can”, “yes we can”, WILL be considered as NON-RESPONSIVE and will not be awarded any scores.

**Detailed Technical Specifications**

Item	Software Support Requirement	Bidder’s response	Score
1)	The Bidder will be required to provide onsite support whenever required.		5
2)	The Bidder will be required to carry quarterly preventive maintenance.		10
3)	The Bidder will be required to carry out Performance tuning on Kenya TradeNet System supporting software.		5
4)	The bidder will be required to undertake corrective maintenance on Kenya TradeNet System supporting software whenever called upon by the Agency in line with the support and maintenance plan		15

5)	The bidder is expected to have a functional 24 / 7 contact centre / help desk where issues will be reported, logged, assigned to appropriate support personnel and tracked until closure.		10
6)	Harmonize renewal date for Oracle Active Data Guard to synchronize with the other Oracle licenses to ensure Oracle Active Data Guard also expires on August 25 annually.		5
7)	The Successful Bidder shall Inform the Agency on: <ul style="list-style-type: none"> <li>a. The latest available support software component patches and undertake delivery and installation of the same.</li> <li>b. End of sale and support of supporting software components.</li> </ul>		5
8)	The bidder will be required to ensure that maintenance personnel are readily available as and when required by the Agency.		5
9)	The bidder shall be required to provide periodic reports on issues resolved and after every preventive maintenance exercise as per contract.		5
<b>Totals</b>			<b>65</b>

### Overall Technical evaluation

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

**A bidder must score a mark of at least 90 in the Overall Technical evaluation to proceed to financial evaluation.**

Item	Maximum Score
Proof of technical competence (CV's of technical staff to be involved in the support and maintenance of Kenya TradeNet System supporting Software together with appropriate technical certifications and experience: <ul style="list-style-type: none"> <li>a) Provision of at least four (4) relevant CVs of technical</li> </ul>	19

	<p>staff will earn 4 marks (1 mark for each relevant CV).</p> <p>b) Appropriate certifications in the areas listed below from manufacturers of the specified supporting software (Refer to table 1) for at least five (5) technical staff will earn 10 marks (2.5 marks for each relevant certification).</p> <ol style="list-style-type: none"> <li>i. Oracle Database 12c,</li> <li>ii. Oracle Weblogic 12c,</li> <li>iii. Oracle RAC,</li> <li>iv. Veritas Netbackup.</li> </ol> <p>c) Number of years that the company has provided Software support and maintenance for software listed under Table 1 and Table 2. Five (5) years and above will earn 5 marks while less than five (5) years will earn one (1) mark per year of experience.</p>	
	<p>Detailed support and maintenance plan (Including activities, bidders support and maintenance resources available and Agency resources required, tasks &amp; timelines of support and maintenance activities)</p> <p>Bidders to propose a comprehensive Service Level Agreement on the support and maintenance plan</p>	<b>2</b>
	<p>Bidders are required to present at least 3 reference sites where they have undertaken support and maintenance for similar software solutions. Each relevant site provided will earn four (3 marks).</p> <p>The relevant site should include: -</p> <ol style="list-style-type: none"> <li>i. A brief of work support services rendered</li> <li>ii. Value of contracts,</li> <li>iii. Contact person with both reachable phone number and email) and</li> <li>iv. Evidence of serviced LSOs or signed contracts.</li> </ol>	<b>9</b>
	<p>The following ratios shall be calculated from the Financial statements provided:-</p> <ol style="list-style-type: none"> <li>I) Financial ratios - Current Ratio <ol style="list-style-type: none"> <li>a) above 2:1= 5 Marks</li> <li>b) at 2:1= 3 marks</li> <li>c) 1:1, = 1 mark</li> </ol> </li> </ol>	<b>5</b>
	<p>Detailed Technical Specifications (<b>SECTION 3</b>) (bidders must</p>	<b>65</b>

	score at least <b>65</b> marks out of a possible <b>70</b> here)	
	<b>Total Score</b>	<b>100</b>
2.27.4	<b>iii) Financial Evaluation</b> The bidder with the lowest total financial cost shall be recommended for award of this Tender provided they have met all the mandatory requirements and score at least 90 marks in the Overall Technical requirements	

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	25
3.2 Application.....	25
3.3 Country of Origin.....	25
3.4 Standards.....	25
3.5 Use of Contract documents and information.....	25
3.6 Patent Rights.....	26
3.7 Performance security.....	26
3.8 Inspection and Tests.....	26
3.9 Packing.....	27
3.10 Delivery and documents.....	27
3.11 Insurance .....	27
3.12 Payment.....	27
3.13 Price.....	28
3.14 Assignments.....	28
3.15 Sub contracts.....	28
3.16 Termination for default.....	28
3.17 Liquidated damages.....	29
3.18 Resolution of Disputes.....	29
3.19 Language and law.....	29
3.20 Force Majeure.....	29

## **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 the Procuring entity 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the technical specifications

### **3.5 Use of Contract Documents and Information**

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



- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

- 3.6.1 The tenderer shall indemnify the procuring entity against all third –party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination if conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be

furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### 3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### 3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### 3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

3.13.4 Price variation request shall be processed by the procuring entity within 15 days of receiving the request.

### **3.14. Assignment**

3.14.1 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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 The Procuring entity 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 deliver any or all of the goods 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 the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods/services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

The language of the contract and the law governing the contract shall be English  
3.19.1 language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	Performance Security shall be 7.5% of the cost of the tender
3.12.1	Payment shall be made as shall be agreed upon in the signed contract.
3.18.1	Any disputes shall be resolved under Kenyan laws.

## **SECTION V – TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply where applicable.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## 5.2 DESCRIPTION OF SERVICES

### I. INTRODUCTION

The Kenya TradeNet System is one of Kenya's key Trade facilitation Systems and KenTrade's flagship product. The continuity and high availability of the System's services is therefore critical for the Agency to attain its mandate. Software manufacturer support is a significant maintenance component to achieve high availability of the system.

KENTRADE requires one (1) year support and maintenance services for the Supporting Software of the Kenya TradeNet System. The support and maintenance services contract will be payable annually and renewable up to a maximum of 3 years subject to satisfactory performance.

Support and Maintenance Services are required to cater for the following Kenya TradeNet System bill of materials (Supporting Software):

**Table I: Software bill of materials to be renewed and supported (Partner and Manufacturer)**

<b>ORACLE SOFTWARE</b>		
<b>No.</b>	<b>Item Name</b>	<b>License Quantity</b>
1.	Oracle Web Tier - Processor Perpetual	13
2.	Oracle WebLogic Suite - Processor Perpetual	14
3.	Oracle Unified Business Process Management Suite for Non Oracle Middleware - Processor Perpetual	14
4.	Oracle SOA Suite for Oracle Middleware - Processor Perpetual	14
5.	Oracle Directory Services Plus - Processor Perpetual	5
6.	Oracle Database Enterprise Edition - Processor Perpetual	14
7.	Oracle Real Application Clusters - Processor Perpetual	12
8.	Oracle WebLogic Server Enterprise Edition - Processor Perpetual	16
9.	Oracle Active Data Guard - Processor Perpetual	12
<b>NON – ORACLE SUPPORTING SOFTWARE</b>		
<b>IBM SOFTWARE</b>		
1	IBM MQ (Assumed for E5 - 2609)	1260
2	IBM MQ (Assumed for T4-2)	700

<b>ELIXIR</b>		
1	Elixir Repertoire Server (Version 8.0) - Active Licenses	7 Licenses
2	Elixir Repertoire Server (Version 8.0) - Passive Licenses	6 Licenses
<b>VERITAS NETBACKUP</b>		
1	Veritas Netbackup Server 7.1 Win/Lnx/Solx64 I Server Tier I Std Lic Gov Bands	2
2	Veritas Netbackup Server 7.1 Win/Lnx/Solx64 I Server Tier I Initial Essential 12 Months Gov Bands	2
3	Veritas Netbackup Standard Client 7.1 Xplat I Server Std Lic Gov Bands	35
4	Veritas Netbackup Standard Client 7.1 Xplat I Server Initial Essential 12 Months Gov Bands	35
	Veritas Netbackup 7.1 Xplat En Cdv Media	2
5	Veritas Netbackup Client Application And Database Pack 7.1 Win/Lnx/Solx64 I Server Tier 2 Std Lic Gov Bands	5
6	Veritas Netbackup Client Application And Database Pack 7.1 Win/Lnx/Solx64 I Server Tier 2 Initial Essential 12 Months Gov Bands	5
7	NetBackup Library Based Tape Drive Per Robotic Controlled Tape Drive	4
8	2 Drives G4I Support for 1 Year	3

### **The Annual Support and Maintenance of the Kenya TradeNet System**

**supporting software shall include the following activities:**

- g) One (1) year Partner support and maintenance payable annually for all the Supporting Software tabulated above.
- h) The winning Bidder will be required to undertake preventive maintenance service to keep the supporting Software in good working condition. The preventive maintenance will include the following:
  - iv. Installation of Software patches and upgrades,
  - v. Performance tuning,
  - vi. Inform the Agency on maintenance activities to be done as advised by the Manufacturer of the Supported Software,
- c) The winning bidder will be required to undertake corrective maintenance whenever called upon by the Agency.



- d) The winning bidder will be required to ensure that maintenance personnel are readily available as and when required by the Agency.
- e) The winning bidder will be responsible for renewing the manufacturer support for the supporting software tabulated above.
- f) Facilitate purchase, implementation and support of the following additional licenses for the Kenya TradeNet System given in table 2 below:

**Table 2: Additional Oracle Licenses to be purchased and included in the Bill of Materials**

ORACLE SOFTWARE		
No.	Item Name	License Quantity
1.	Oracle Database partitioning	14

## 2. TECHNICAL REQUIREMENTS

The bidder will be required to clearly state how they will ensure that the requirements are adequately supported to ensure proper functionality of the Kenya TradeNet System Supporting Software.

### 2.1 Bidders Conference

Bidders may attend a Bidder's conference **October Wednesday 3<sup>rd</sup>, 2018** in order to understand the Kenya TradeNet System set-up and acquire a better understanding of the requirements for the required support and maintenance.

### 2.2 Manufacturer Authorization

The bidder must have verifiable authorizations from the Manufacturers (**IBM, ELIXIR, VERITAS**) to provide support and maintenance of the Kenya TradeNet System Supporting Software specified in section 1 above. Any bid that fails to attach manufacturer (**IBM, ELIXIR, VERITAS**) authorizations will be considered **NON RESPONSIVE**.

### 2.3 Response to Requirements

The technical requirements detailed below are MINIMUM requirements and successful bidders MUST provide support for ALL specified requirements. Bidders MUST respond to ALL the requirements on a clause by clause basis stating clearly how their support meets the requirements. Responses to compliance to technical specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**. Responses such as

“complied”, “possible to do”, “√”, “meets”, “can”, “yes we can”, **WILL be considered as NON-RESPONSIVE and will not be awarded any scores.**

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

## 2.4 Maintenance

Bidders will be expected to outline a **detailed plan for support.**

At a minimum the winning bidder shall submit to the procuring entity the following periodic quarterly reports of support and maintenance performed during this period:-

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

## 3. DETAILED TECHNICAL SPECIFICATIONS

The detailed technical specifications required for the support and maintenance of the Kenya TradeNet System supporting software are as given in table below. Bidders are expected to respond to each requirement as specified in **section 2.3** above.

Item	Software Support Requirement	Bidder's response	Score
1)	The Bidder will be required to provide onsite support whenever required.		5
2)	The Bidder will be required to carry quarterly preventive maintenance.		10
3)	The Bidder will be required to carry out Performance tuning on Kenya TradeNet System supporting software.		5
4)	The bidder will be required to undertake corrective maintenance on Kenya TradeNet System supporting software whenever called upon by the Agency in line with the support and maintenance plan		15
5)	The bidder is expected to have a functional 24 / 7 contact centre / help desk where issues will be reported, logged, assigned to appropriate support personnel and tracked until closure.		10
6)	Harmonize renewal date for Oracle Active Data Guard to synchronize with the other Oracle licenses to ensure Oracle Active Data Guard also expires on August 25 annually.		5

Item	Software Support Requirement	Bidder's response	Score
7)	The Successful Bidder shall Inform the Agency on: a. The latest available support software component patches and undertake delivery and installation of the same. b. End of sale and support of supporting software components.		5
8)	The bidder will be required to ensure that maintenance personnel are readily available as and when required by the Agency.		5
9)	The bidder shall be required to provide periodic reports on issues resolved and after every preventive maintenance exercise as per contract.		5
<b>Totals</b>			<b>65</b>

#### 4. EVALUATION CRITERIA

The following evaluation criteria shall be applicable for this tender.

##### 4.1 Mandatory Requirements

- i. Form of Tender duly filled and signed.(To be included in the financial proposal)
- ii. Power of Attorney.
- iii. Statutory documents duly certified by a Commissioner of oaths / magistrate or the issuing body.
  - Valid Tax Compliance Certificate (TCC).
  - Registration certificate/ Certificate of incorporation
  - CR 12 certificate from the registrar of companies
  - Valid trade license.
- iv. Confidential Business questionnaire duly filled and signed.
- v. Tender Security of Kshs 900,000.00 valid for 120 days
- vi. Audited financial accounts for the **past** three years.
- vii. Verifiable Oracle Platinum Partner Certification.
- viii. Manufacturer authorization from IBM, ELIXIR and VERITAS.
- ix. Anticorruption affidavit duly filled and signed.
- x. Attach Identification documents (IDs or Valid Passports) of the owners/Directors of the firms.
- xi. Certificate of Accreditation from ICT Authority.

Bidders **MUST** comply with all mandatory requirements to be considered for Technical evaluation. BIDDERS are advised to Piginate there document

## 4.2 Technical Evaluation Criteria

- i. Bidders **MUST** score at least **60** marks out of **65** marks in the **detailed technical specifications section (SECTION 3)** in order to proceed to the next stage (*Overall Technical Evaluation*).
- ii. The maximum score under **overall technical evaluation (SECTION 4.3 below)** is **100** and Bidders must score at least **90** under this overall technical evaluation to proceed to the next stage (*Financial Evaluation*).
- iii. 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**.
- iv. Responses such as “complied”, “possible to do”, “√”, “meets”, “can”, “yes we can”, **WILL be considered as NON-RESPONSIVE and will not be awarded any scores.**
- v. The Overall Technical evaluation has several aspects and below is the criteria to be used:

## 4.3 Overall Technical evaluation

Item	Maximum Score
<p>Proof of technical competence (CV's of technical staff to be involved in the support and maintenance of Kenya TradeNet System supporting Software together with appropriate technical certifications and experience:</p> <ol style="list-style-type: none"> <li>a) Provision of at least four (4) relevant CVs of technical staff will earn 4 marks (1 mark for each relevant CV).</li> <li>b) Appropriate certifications in the areas listed below from manufacturers of the specified supporting software (Refer to table 1) for at least five (5) technical staff will earn 10 marks (2.5 marks for each relevant certification).               <ol style="list-style-type: none"> <li>i. Oracle Database 12c,</li> <li>ii. Oracle Weblogic 12c,</li> <li>iii. Oracle RAC,</li> <li>iv. Veritas Netbackup.</li> </ol> </li> <li>c) Number of years that the company has provided Software support and maintenance for software listed under Table 1 and Table 2. Five (5) years and above will earn 5 marks while less than five (5) years will earn one (1) mark per year of experience.</li> </ol>	<b>19</b>
Detailed support and maintenance plan (Including activities, bidders support and maintenance resources available and Agency resources required, tasks & timelines of support and maintenance activities)	<b>2</b>

Bidders to propose a comprehensive Service Level Agreement on the support and maintenance plan	
Bidders are required to present at least 3 reference sites where they have undertaken support and maintenance for similar software solutions. Each relevant site provided will earn four (3 marks). The relevant site should include: - i. A brief of work support services rendered ii. Value of contracts, iii. Contact person with both reachable phone number and email) and iv. Evidence of serviced LSOs or signed contracts.	<b>9</b>
The following ratios shall be calculated from the Financial statements provided:- 2) Financial ratios - Current Ratio d) above 2:1= 5 Marks e) at 2:1= 3 marks f) 1:1, = 1 mark	<b>5</b>
Detailed Technical Specifications ( <b>SECTION 3</b> ) (bidders must score at least <b>60</b> marks out of a possible <b>65</b> here)	<b>65</b>
<b>Total Score</b>	<b>100</b>

A bidder must score a mark of at least **90** in the Overall Technical evaluation to proceed to financial evaluation.

#### 4.4 Financial Evaluation Criteria

The bidder with the **lowest total financial cost** shall be recommended for award of this Tender provided they have met all the mandatory requirements and score at least 90 marks in the Overall Technical requirements.

#### Price Schedule template

<b>ORACLE SOFTWARE</b>				
<b>No.</b>	<b>Item Name</b>	<b>License Quantity</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1.	Oracle Web Tier - Processor Perpetual	13		
2.	Oracle WebLogic Suite - Processor Perpetual	14		
3.	Oracle Directory Services Plus - Processor Perpetual	5		
4.	Oracle Database Enterprise Edition - Processor Perpetual	14		
5.	Oracle Real Application Clusters - Processor Perpetual	12		
6.	Oracle WebLogic Server Enterprise Edition - Processor Perpetual	16		
7.	Oracle Active Data Guard - Processor Perpetual	12		

<b>NON – ORACLE SUPPORTING SOFTWARE</b>				
<b>IBM SOFTWARE</b>				
1	IBM MQ (Assumed for E5 - 2609)	1260		
2	IBM MQ (Assumed for T4-2)	700		
<b>ELIXIR</b>				
1	Elixir Repertoire Server (Version 8.0) - Active Licenses	7 Licenses		
2	Elixir Repertoire Server (Version 8.0) - Passive Licenses	6 Licenses		
<b>VERITAS NETBACKUP</b>				
1	Veritas Netbackup Server 7.1 Win/Lnx/Solx64 I Server Tier I Std Lic Gov Bands	2		
2	Veritas Netbackup Server 7.1 Win/Lnx/Solx64 I Server Tier I Initial Essential 12 Months Gov Bands	2		
3	Veritas Netbackup Standard Client 7.1 Xplat I Server Std Lic Gov Bands	35		
4	Veritas Netbackup Standard Client 7.1 Xplat I Server Initial Essential 12 Months Gov Bands	35		
	Veritas Netbackup 7.1 Xplat En Cdv Media	2		
5	Veritas Netbackup Client Application And Database Pack 7.1 Win/Lnx/Solx64 I Server Tier 2 Std Lic Gov Bands	5		
6	Veritas Netbackup Client Application And Database Pack 7.1 Win/Lnx/Solx64 I Server Tier 2 Initial Essential 12 Months Gov Bands	5		
7	NetBackup Library Based Tape Drive Per Robotic Controlled Tape Drive	4		
8	2 Drives G4I Support for 1 Year	3		

#### Additional Oracle Licenses to be purchased

<b>ORACLE SOFTWARE</b>				
<b>No.</b>	<b>Item Name</b>	<b>License Quantity</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
2.	Oracle Database partitioning	14		

**SECTION VI - SCHEDULE OF REQUIREMENTS**

Number	Description	Quantity	Delivery schedule (shipment) <i>(To be connected within the period agreed upon in the signed contract)</i>
	All requirements as indicated in section 5	As stated in section 5	

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail.



## 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. **Performance Security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 8.6. **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.
- 8.7. **Manufacturers Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**8.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 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 .....

	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full .....Age .....</p> <p>Nationality .....Country of origin .....</p> <ul style="list-style-type: none"> <li>• Citizenship details .....</li> </ul>																				
	<p style="text-align: center;"><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">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. ....	.....	.....	.....																		
	<p style="text-align: center;"><b>Part 2 (c ) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs. ....</p> <p style="padding-left: 40px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	.....	.....	.....	.....												
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 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

WHEREAS ..... [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.6 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]



**8.7 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.

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.9 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 of .....20.....in the matter of Tender  
No.....of .....20...

**REQUEST FOR REVIEW**

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

1.

2.

Etc.

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

1.

2.

Etc.

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary



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 }