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PROVISION OF PAYMENT GATEWAY SERVICES FOR THE KENYA TRADENET SYSTEM

TENDER NO.KTNA/OT/06/2019-2020

MARCH, 2019

Tender Closing Date & Time: Tuesday, March 24, 2020 at 1000hrs

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Introduction

This Standard Tender Document has been prepared for use by The Kenya Trade Network Agency in procurement of payment gateway services for the Kenya TradeNet system.

Kenya Trade Network Agency (KenTrade) is a State Corporation under the National Treasury. The mandate of KenTrade is to implement, operationalize and manage the Kenya National Electronic Single Window System (Kenya TradeNet System) and to Facilitate Trade.

The Kenya TradeNet System is an electronic platform used by the trading community and government agencies for submission and processing of standardized trade documentation. The system consists of 21 modules and functionalities that allow users, mostly traders, to lodge documents to relevant Government Regulatory Agencies. The system has currently brought together over 36 Partner Government Agencies (PGAs). The system caters for over 9010, users with over 600,000 transactions processed through the system in 2018/2019 FY.

In order to fulfil its mandate, KenTrade requires payment gateway services for the Kenya TradeNet System to provide a reliable payment facility in order to ensure a smooth end to end execution of trade transactions to enable it to serve its stakeholders better and more effectively.

Service Description

KenTrade seeks to integrate the Kenya TradeNet System with an operational Payment Gateway to provide a reliable payment facility in order to ensure a smooth end to end execution of trade transactions.

March 02, 2020

TENDER NO. KTNA/OT/06/2019-20

TENDER FOR PROVISION OF PAYMENT GATEWAY SERVICES FOR THE KENYA TRADENET SYSTEM

- 1.1. The Kenya Trade Network Agency (KenTrade) invites sealed tenders from eligible candidates for **the provision of payment gateway services for the Kenya TradeNet System.**
- 1.2. Interested eligible candidates may view and download the document **free of charge** from the Public Procurement Information Portal (PIIP) 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 KenTrade procurement office at Embankment Plaza (1st Floor), Upper Hill.
- 1.3. **Bidders who download the tender document from the PIIP shall be required to email their detailed contact information to procurement@kentrade.go.ke for future communication.**
- 1.4. Further information may also be obtained from the Procurement office at the **Kenya Trade Network Agency, 1st floor, Embankment Plaza, in Upper Hill** during normal office working hours (between 0800-1700hours)
- 1.5. 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 Twenty Thousand only (Kshs. 20,000.00)**, valid for one hundred and fifty (150) days from the closing date of the tender and should be received on, or before **Tuesday, March 24, 2020 at 1000hours**. Failure to provide tender security will lead to disqualification of the tender.
- 1.6. Prices quoted should be net, inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.7. The completed tender documents shall be submitted in two copies, and in two

separate envelopes marked as:-

“TECHNICAL PROPOSAL and FINANCIAL PROPOSAL”.

Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked **“DO NOT OPEN BEFORE Tuesday, March 24, 2020 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**

- 1.8. 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.
- 1.9. 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

2.1 Eligible tenderers

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

2.2 Cost of tendering

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

2.3 Cost of Tendering

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

2.4 Contents of tender documents

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

- vii) Contract form
 - viii) Confidential business questionnaire form
 - ix) Tender security form
 - x) Principal's or manufacturers authorization form
- 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 document, indicating the services to be Performed.

2.10 Tender Prices

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.14 Tender Security

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

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

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

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

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

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

2.14.7 The tender security may be forfeited:

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

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall prevail.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The original and duplicate copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and duplicate copy of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE Tuesday, March 24, 2020 at 1000hours.**"

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

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Tuesday, March 24, 2020 at 1000hours**.

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, **Tuesday, March 24, 2020 at 1000hours** in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

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

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

2.23 Conversion to Single Currency

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

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary

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

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

- 2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract

Form provided in the tender documents, incorporating all agreements between the parties.

- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

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

2.31 Corrupt or Fraudulent Practices

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

Appendix on the instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Registered firms with valid authorization certificates from Central Bank of Kenya and Authority Content Provider license from Communications Authority of Kenya (The Agency may contact CBK and CA for verification).
2.14.1	The tender security shall be Kshs 20,000.00 (Kshs. Twenty Thousand only) in the form of a bank guarantee from a reputable bank or a Financial Institution approved by PPRA
2.18	The closing date for the tender shall be Tuesday, March 24, 2020 at 1000hours
2.24	<p>Evaluation Criterion</p> <p>5.2.1 Mandatory Requirements/ Preliminary Evaluation</p> <ul style="list-style-type: none"> i.) Valid Tax Compliance Certificate (TCC). ii.) Registration certificate/ Certificate of incorporation iii.) Valid trade license. iv.) CR 12 certificate issued by Registrar of companies v.) Audited financial accounts for the past three years. vi.) A valid authorization certificate from Central Bank of Kenya vii.) Communications Authority of Kenya license (Content Provider License). viii.) Anti-corruption affidavit. ix.) Confidential Business questionnaire duly filled and signed. x.) The document must be paginated <p>Bidders MUST comply with all mandatory requirements to be considered for the next evaluation stage (Technical evaluation).</p>

5.2.2 Technical Evaluation Criteria

The maximum score under overall technical evaluation is **100 marks**. Bidders must score at least **85%** of the total marks under overall technical evaluation in order to proceed to the next stage of evaluation (Financial Evaluation).

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**.

Part A: Compliance to technical specifications (Mandatory Requirements)

The requirements in this section are **MANDATORY** and bidders **MUST** demonstrate that their solution meets **ALL** of them in order to proceed to **PART B** of the technical evaluation.

	Requirements	Bidder's Response	Score Y/N
1.	PG to facilitate acknowledgment and error handling capabilities in form of messages to the customer where transactions are successful/ unsuccessful. N/B <i>Successful/Unsuccessful transaction response messages should be displayed to the users</i>		
2.	PG to provide a payment cancellation process where a need arises. N/B Possibility to void, cancel and refund a transaction.		
3.	PG to provide a User Interface (UI) dashboard for use by KENTRADE and Agencies to generate reports. N/B PG should provide useful administration panel for reporting and management.		
4.	PG to provide dashboard to show payment timeline for a specific payment. This should include date submitted, date collected, date paid et cetera		
5.	PG should support at a minimum the following payment options system to i.e. Over the bank counter (Cash), Merchants cards, RTGS, Mobile money, Online banking.		
6.	PG should be integrated with at least 2 MNOs		

	7.	PG to be able to integrate with Kenya TradeNet work billing system JAVA & Oracle 12C platforms		
	8.	PG to have a 24/7 support center to handle customer notifications/queries et cetera <i>N/B</i> <i>Support center to support both technical and business issues</i>		
	9.	PG to have capabilities to configure different Revenue Codes/sources for the PGAs. This should be scalable to accommodate any new PGAs and new permits that come on board.		
	10.	PG to have a mechanism for providing alerts in the event of downtime		
	11.	PG to have reporting functionalities <i>NB</i> <i>Capabilities to generate summary/detailed daily/monthly/yearly reports based on set parameters e.g. by payment types,</i>		
	12.	PG to have a mechanism for providing alerts at every stage in the payment work flow. <ul style="list-style-type: none">• Bank payment confirmation alerts• Bank payments failure alerts• Bank payments refund alerts		
	13.	PG to have a TEST/Quality Assurance platform to conduct integration and User Acceptance Tests (UAT) when the need arises.		
	14.	PG to provide an Audit Trail functionality <i>N/B</i> Keep all records, generated images, post and after each intervention		
	15.	PG solution should have information security safeguards to check for URL tampering and common security breaches while the requests are sent Security frameworks or standards e.g. ISO 27001, NIST cyber security framework, COSO frameworks and others		
	16.	PG should be able to support multi-currency usage i.e. USD, KSHS, EUR		

Part B: Additional Technical Requirements

Bidders **MUST** respond to **ALL** the requirements on how their solution meets the requirements.

Bidders **MUST** score a minimum of **85 marks** in this section to proceed to the financial evaluation stage.

	Item	Max Score	Response
1	Proof of technical competence 1. Project Team Leader with at least 5 years' experience in implementing integrated Payment solutions. (5marks- 1 Mark for each year)- Bidder to provide relevant certifications in Project management & CVs.	5	
	1. Two project team members with at least 3 years' experience in implementing payment solutions. (6 marks- 3marks for each and 1 Mark for every year)- Bidder to provide relevant certifications & CVs.	6	
	2. Two project teams' members with at least 3 years in implementing integrated solutions. (6 marks- 3marks for each and 1 Mark for every year)- Bidder to provide relevant certifications & CVs	6	
	3. One of the project team members to be from the disadvantaged categories i.e. Youth, Women or Persons with Disability (2marks)	2	
2	Solution provider overall number of years in provision of integrated Payment services solutions. 5 years and above - 20 Marks <i>(4 marks for every year)</i> Bidders to provide evidence of serviced LSOs or signed contracts including the duration of the project	20	

	3	PG to have a redundant site(Secondary Site) in case of system failure	10	
	4	PG service provider should provide a mobile app for smart phones and gadgets	6	
	5	PG to be integrated to banks in Kenya (5 of which should be Tier 1 banks) 15 banks and above (5 Tier 1) - 20 marks 12 - 14 banks (3 Tier 1) - 15 marks 10 – 11 banks (2 Tier 1) - 10 marks 8 - 9 banks (1 Tier 1) - 5 marks Less than 8 - 0 marks	20	
	6	Reference Sites in Kenya relevant to this project (at least three and include a brief of work done or services rendered, value of contracts, duration of project, and contact person with both reachable phone number and email). (5 marks for each site) Bidders to provide evidence of serviced LSOs or signed contracts or reference letters	15	
	7	Detailed implementation plan in the form of a Gantt chart (Including activities, resources required, tasks & timelines). 1. Activities 2. Resources required 3. Timelines	5	
	8	Presentation of a detailed training plan comprising of at least the following: 1. Payment channels/options support 2. Errors and integration support 3. Reporting	5	
		Compliance to Technical Specifications (bidders must score at least 85 marks here)	100	
2.27.4	5.2.3 Financial evaluation The lowest evaluated bidder shall be recommended for award of this tender provided they have met all preliminary, Compliance to Mandatory Technical requirements and attained 85 marks in the technical Evaluation.			

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

5.0 DESCRIPTION OF SERVICES

5.1 Introduction

Kenya Trade Network Agency (KenTrade) is a State Corporation under the National Treasury. The mandate of KenTrade is to implement, operationalize and manage the Kenya National Electronic Single Window System (Kenya TradeNet System) and to Facilitate Trade. The Kenya TradeNet System is an electronic platform used by the trading community and government agencies for submission and processing of standardized trade documentation.

The system consists of 21 modules and functionalities that allow users, mostly traders, to lodge documents to relevant Government Regulatory Agencies. The system has currently brought together over 36 Partner Government Agencies (PGAs). The system caters for over 9010, users with over 600,000 transactions processed through the system in 2018/2019 FY.

In order to fulfil its mandate, KenTrade requires payment gateway services for the Kenya TradeNet System to provide a reliable payment facility in order to ensure a smooth end to end execution of trade transactions to enable it to serve its stakeholders better and more effectively.

5.1.1 Service Description

KENTRADE seeks to integrate the Kenya TradeNet System with an operational Payment Gateway to provide a reliable payment facility in order to ensure a smooth end to end execution of trade transactions.

For the Payment Gateway service provider the firm to be considered for this opportunity should have the following in place:

- i) A solution that supports payments via different payment channels (i.e. online payments, card payments, mobile money or cash etc.).

- ii) A solution that has been integrated with at least fifteen (15) local banks, five of whom should be tier 1 commercial banks and at least two main mobile payment solution in the country with a clear work plan to integrate with all banks and mobile money solutions in the country.
- iii) A solution that offers reporting capabilities such as but not limited to summary of agency collections, summary of mode of payments collections; summary of daily/monthly/yearly, detailed daily/monthly/yearly reports collections.
- iv) A solution flexible enough to cater for various customer requirements for receipt of monies into their accounts e.g. T+0, T+1, T+2 et cetera. (Real-time).
- v) A solution flexible enough to allow for introduction of new criteria e.g. new permits to collect funds under the same payment channels catered for in the solution.
- vi) The Payment Gateway should have a 24/7 support center to handle customer notifications/queries et cetera
- vii) The payment gateway should be able to integrate with KenTrade's' Billing and ERP systems.

5.1.2 Scope

The scope of this project is:

- i) To integrate Kenya TradeNet System with an existing Payment Gateway to support traders in making payments to the Partner Government Agencies (PGAs) and other related services.
- ii) To integrate Kenya TradeNet Billing system with a Payment Gateway for purposes of receiving subscription and transaction fees to KENTRADE.
- iii) To Support all payments options such as cash, Cheque, Mobile money, internet banking RTGS and others
- iv) To support payment support process such as payment refunds for excess or failed payments.
- v) To integrate Kenya TradeNet System with a Payment Gateway that supports the levels of security applicable to the banking sector and applicable laws governing payments in Kenya.

- vi) To integrate Kenya TradeNet System to a Payment Gateway that has robust reporting capabilities; Audit transaction reports, periodic payment transactions reports

5.2 Evaluation Criteria

5.2.1 Mandatory Requirements/ Preliminary Evaluation

- i.) Valid Tax Compliance Certificate (TCC).
- ii.) Registration certificate/ Certificate of incorporation
- iii.) Valid trade license.
- iv.) CR 12 certificate issued by Registrar of companies
- v.) Audited financial accounts for the past three years.
- vi.) A valid authorization certificate from Central Bank of Kenya
- vii.) Communications Authority of Kenya license (Content Provider License).
- viii.) Anti-corruption affidavit.
- ix.) Confidential Business questionnaire duly filled and signed.
- x.) The document must be paginated

Bidders **MUST** comply with all mandatory requirements to be considered for the next evaluation stage (Technical evaluation).

5.2.2 Technical Evaluation Criteria

The maximum score under overall technical evaluation is **100 marks**. Bidders must score at least **85%** of the total marks under overall technical evaluation in order to proceed to the next stage of evaluation (Financial Evaluation).

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.

Part A: Compliance to technical specifications (Mandatory Requirements)

The requirements in this section are **MANDATORY** and bidders **MUST** demonstrate that their solution meets ALL of them in order to proceed to PART B of the technical evaluation.

	Requirements	Score Y/N	Response
1.	PG to facilitate acknowledgment and error handling capabilities in form of messages to the customer where transactions are successful/ unsuccessful. N/B <i>Successful/Unsuccessful transaction response messages should be displayed to the users</i>		
2.	PG to provide a payment cancellation process where a need arises. N/B <i>Possibility to void, cancel and refund a transaction.</i>		
3.	PG to provide a User Interface (UI) dashboard for use by KENTRADE and Agencies to generate reports. N/B <i>PG should provide useful administration panel for reporting and management.</i>		
4.	PG to provide dashboard to show payment timeline for a specific payment. This should include date submitted, date collected, date paid et cetera		
5.	PG should support at a minimum the following payment options system to i.e. Over the bank counter (Cash), Merchants cards, RTGS, Mobile money, Online banking.		
6.	PG should be integrated with at least 2 MNOs		
7.	PG to be able to integrate with Kenya TradeNet work billing system JAVA & Oracle 12C platforms		
8.	PG to have a 24/7 support center to handle customer notifications/queries et cetera N/B <i>Support center to support both technical and business issues</i>		
9.	PG to have capabilities to configure different Revenue Codes/sources for the PGAs. This should be scalable to accommodate any new PGAs and new permits that come on board.		
10.	PG to have a mechanism for providing alerts in the event of downtime		
11.	PG to have reporting functionalities NB <i>Capabilities to generate summary/detailed daily/monthly/yearly reports based on set parameters e.g. by payment types,</i>		
12.	PG to have a mechanism for providing alerts at every stage in the payment work flow.		

	Requirements	Score Y/N	Response
	<ul style="list-style-type: none"> Bank payment confirmation alerts Bank payments failure alerts Bank payments refund alerts 		
13.	PG to have a TEST/Quality Assurance platform to conduct integration and User Acceptance Tests (UAT) when the need arises.		
14.	PG to provide an Audit Trail functionality N/B Keep all records, generated images, post and after each intervention		
15.	PG solution should have information security safeguards to check for URL tampering and common security breaches while the requests are sent Security frameworks or standards e.g. ISO 27001, NIST cyber security framework, COSO frameworks and others		
16.	PG should be able to support multi-currency usage i.e. USD, KSHS, EUR		

Part B: Additional Technical Requirements

Bidders **MUST** respond to **ALL** the requirements on how their solution meets the requirements.

Bidders **MUST** score a minimum of **70 marks** in this section to proceed to the financial evaluation stage.

	Item	Max Score	Response
1	Proof of technical competence 2. Project Team Leader with at least 5 years' experience in implementing integrated Payment solutions. (5marks- 1 Mark for each year)- Bidder to provide relevant certifications in Project management & CVs.	5	

	4. Two project team members with at least 3 years' experience in implementing payment solutions. (6 marks- 3marks for each and 1 Mark for every year)- Bidder to provide relevant certifications & CVs.	6	
	5. Two project teams' members with at least 3 years in implementing integrated solutions. (6 marks- 3marks for each and 1 Mark for every year)- Bidder to provide relevant certifications & CVs	6	
	6. One of the project team members to be from the disadvantaged categories i.e. Youth, Women or Persons with Disability (2marks)	2	
2	Solution provider overall number of years in provision of integrated Payment services solutions. 5 years and above - 20 Marks <i>(4 marks for every year)</i> Bidders to provide evidence of serviced LSOs or signed contracts including the duration of the project	20	
3	PG to have a redundant site(Secondary Site) in case of system failure	10	
4	PG service provider should provide a mobile app for smart phones and gadgets	6	
5	PG to be integrated to banks in Kenya (5 of which should be Tier 1 banks) 15 banks and above (5 Tier 1) - 20 marks 12 - 14 banks (3 Tier 1) - 15 marks 10 – 11 banks (2 Tier 1) - 10 marks 8 - 9 banks (1 Tier 1) - 5 marks Less than 8 - 0 marks	20	
6	Reference Sites in Kenya relevant to this project (at least three and include a brief of work done or services rendered, value of contracts, duration of project, and contact person with both reachable phone number and email). (5 marks for each site) Bidders to provide evidence of serviced LSOs or signed contracts or reference letters	15	
7	Detailed implementation plan in the form of a Gantt chart (Including activities, resources required, tasks & timelines). 4. Activities 5. Resources required 6. Timelines	5	
8	Presentation of a detailed training plan comprising of at least the following:	5	

	4. Payment channels/options support 5. Errors and integration support 6. Reporting		
	Compliance to Technical Specifications (bidders must score at least 85 marks here)	100	

The minimum technical score required to proceed to Financial Evaluation will be **85 marks** out of the total **100 marks** in Part B as summarized above.

5.2.3 Financial evaluation

The lowest evaluated bidder shall be recommended for award of this tender provided they have met all preliminary, Compliance to Mandatory Technical requirements and attained **85 marks** in the technical Evaluation.

	Requirements	Response
1	One off Set up fee for the PG Solution 1) Cost to KenTrade Kshs. _____	
2	1) Any other annual costs applicable to running of the PG Solution	

NB/ Kentrade may engage the lowest evaluated bidder(s) in Competitive Negotiations in line with the requirements of Section 131 of the Public Procurement and Asset Disposal Act 2015 where need arises.

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:

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

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

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

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

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

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

Dated this _____ day of _____ 20_____

[signature] _____ [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General	
Business Name	
Location of business premises.	
Plot No..... Street/Road	
Postal Address	Tel No. FaxE 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 fullAge			
	NationalityCountry of origin			
	• Citizenship details			
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	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			
	Name	Nationality	Citizenship Details	Shares
	1.....			
	2.			
	3.			
	4.			
Date Signature of Candidate				

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

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

[Signature of the bank] _____

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part
of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer
as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide
the goods and to remedy defects therein in conformity in all respects with the provisions of
the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with their respective laws the day and year first above written.

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

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

8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.8 FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

1.

2.

Etc.

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

1.

2.

Etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED

Board Secretary



**KENYA TRADE NETWORK AGENCY (KENTRADE)
ANTI CORRUPTION AFFIDAVIT FORM**

**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

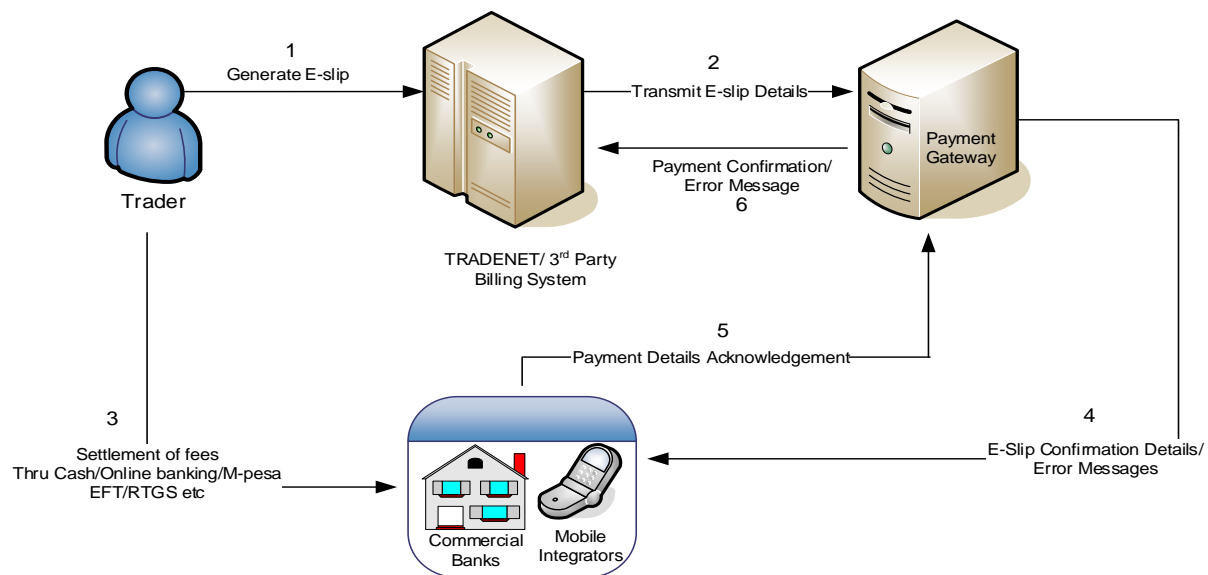
}

Appendix 1 – System processes requirements

1. Kenya TradeNet system Permit process requirement

The proposed process entails the trader (clearing agents, exporters/importers) initiating the payment process in the Kenya TradeNet System and retrieving the respective transaction/document for which payment has to be made for. Kenya TradeNet System will generate an e-slip and submit it to the Payment Gateway for processing and payments/collection of funds. The trader makes the payment through any of the modes supported. The E-slip should be unique and be valid for 72 hours before payment. If Payment is not done within the 72hrs, the e-slip will automatically expire. Once payment has been done, the eSlip shall be valid until the services are rendered.

The diagram below indicates the process flow for payments to Governments in the proposed TradeNet Payment Gateway.



Process steps

P01: Apply for Permit

Clearing agents, exporters or importers (referred to as trader) can log in to Kenya TradeNet System and apply for a PGA permit.

Po2: Select Permit Details

A permit application is created by selecting all the details for the permit like UCR, PGA, process, type (permit or license etc.). Once the permit is submitted by the applicant a unique permit reference number is generated. If there is a payment to be made application status will be "Processing Fee Payment Due".

Po3: Initiate Payment

The trader retrieves the permit and initiates the payment process by clicking "Make Payment". The applicant needs to choose the preferred payment mode. The proposed payment modes include Cash, Bankers EFT, RTGS, Mobile Money Platform e.g. MPESA, Airtel Money, Debit/Credit Card and Online banking. Additional payment modes may be proposed.

The Kenya TradeNet System will generate the e-Slip and display it to the applicant to confirm. Once the applicant confirms, the payment process is initiated in the payment gateway.

Po4: Print e-Slip

The trader can print the e-Slip from the Kenya TradeNet system. The print will be available anytime and will show details of the transaction and the e-Slip reference number.

Po5: Submit e-Slip to Payment Gateway

Kenya TradeNet System will invoke a web service call to the proposed Payment Gateway to submit the e-Slip. The Payment Gateway acknowledges and registers the e-Slip.

Po6: Make Payment

The trader makes payment using any of the supported modes of payment by accessing the Payment Gateway or the participating banks portal or mobile money Platform.

Po7: Payment Failure

After the payment is made by the trader, the Payment Gateway receives the payment status from the connected banks system. If there is a failure in the payment, PG invokes a payment confirmation web service hosted in TradeNet System with payment error and reason.

Po8: Payment Re-initiation

On receipt of the payment error, TradeNet System will update the status of the permit as payment failed. A notification will be sent to the trader on the payment failure. TradeNet will enable applicant to re-initiate the payment with a new e-Slip or correct the error/amend the eSlip and resubmit. The reason for failure will also be displayed to the applicant.

Po9: Payment Successful

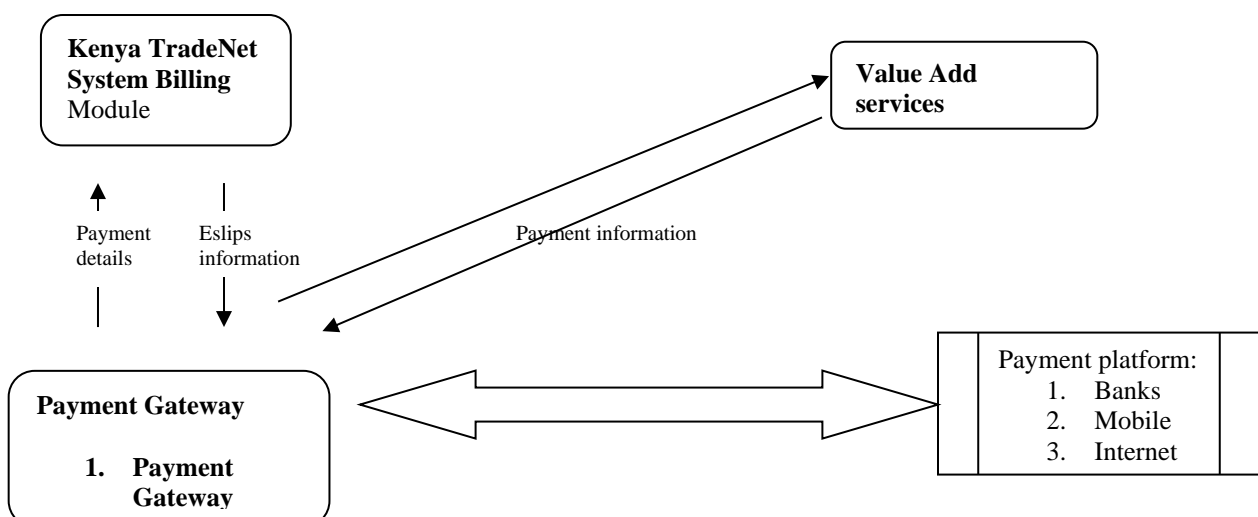
If the payment is successful, PG invokes a payment confirmation web service hosted in TradeNet system with payment success message. The trader will be notified of the success message.

P10: Payment Status Updated

TradeNet will update the status of the permit to “Paid” and the application will move to the next stage in the approval process.

2. Billing system requirements

The below diagram shows how the proposed Payment gate way will be integrated with KenTrade’s billing system.



Po1: Account subscriptions payment fees process

Clearing agents, exporters or importers (referred to as trader) can log in to Kenya TradeNet System. System validate their subscription details, if they are due, Trader generates an Eslip which is sent to payment gateway. The Trader pays the amount as per the Eslip using various channels provided by the payment gateway. Payment gateway sends a payment acknowledgement message to billing system after payment is received from trader

Po1: UCR transaction Fee

Clearing agents, exporters or importers (referred to as trader) can log in to Kenya TradeNet System and creates UCRs.

The Kenya TradeNet System generates an invoice at the end of the month and send to Trader. The Trader pays the amount as per the Eslip using various channels provided by the payment gateway. Payment gateway sends a payment acknowledgement message to billing system after payment is received from trader

Report Requirements

The proposed Payment Gateway should have report generation capabilities to be accessed/shared to the Kenya TradeNet System. The system shall provide payment reports as required by different user profiles.

Revenue per Bank Summary Report

This is a revenue report required to show summary and trends for permit revenue collections per PGA and specified Bank and branch over a period of time specified by the user.

Summary Agency collection

This revenue report will show the summary of the collection made per PGA over a specified period of time.

Mode of payment collection

This revenue report will show summary of the collection made on the various payment modes over a specified period of time.

NB; The System should have capacity to generate detailed reports of the above reports at any given time. The reports should be printable in various types e.g. pdf, excel etc.

Business Rules

The following are the business rules applied on collection of revenue for each component.

1. Payments must be by bankers cheque(s), same bank (in-house) Cheque(s), bank guaranteed cheque, mobile payment, RTGS and cash. ***Special focus should be on Internet banking and online payments/ mobile should with a view to move away from cash based payments.***
2. Cashier to receive amount equal to PRN, OR more.
3. The payment gateway should have a facility to refund cancelled or excess payments and to generate reports for the same.
4. Cashier should not receive amount less than amount indicated on the e-slip.
5. Once payment has been validated by the bank no alteration can be accepted.
6. Payments may be for a single or multiple Eslips.
7. The aggregate value of payment amount may not be less or equal to zero.
8. The system should be able to receive money in foreign currency as well as in Kenya shillings (KES).
9. Cancellation and Expiry of e-slip: The business systems shall notify PG on cancellation and expiry of any payment advice. The system should also be able to provide sufficient audit trail mechanism to allow tracking and reporting of such e-slips.
10. PG shall have a queuing mechanism to enable it resend payment information to TradeNet System in the event that the latter are unavailable when PG attempts to send the payment information to them.