



*Simplifying Trade Processes for Kenya's Competitiveness*

**KENYA TRADE NETWORK AGENCY (KENTRADE)**

Embankment Plaza – First Floor P.O. Box 36943-00200-NAIROBI

Tel: +254 020 2614896; email: [info@kentrade.go.ke](mailto:info@kentrade.go.ke) ; [procurement@kentrade.go.ke](mailto:procurement@kentrade.go.ke)

**ADDENDUM No. II**

**22<sup>nd</sup> April, 2022**

**TENDER NO. KTNA/OT/09/2021-2022**

**TENDER FOR THE PROVISION OF A DIGITAL LOGISTICS MARKETPLACE SOLUTION/PLATFORM.**

**PART I**

Document Name	Page No.	Clause No.	Existing Clause	Clarification Required	Response
Preparation of Tenders	26	C	Tender Security or Tender-Securing Declaration in accordance with ITT 21.1;	Tender Security is not mentioned in the tender document. Is the tender security required, if so, what is the amount? If not, do we need to provide a Tender-Securing Declaration?	As per the tender requirements tender Security and tender securing declaration is not required. The tender is based on a cost recovery and revenue share model.
Other documents required are	27	iii.	The following statutory documents duly certified by a commissioner of	Can a registered Legal Entity/Notary Public Certify the documents	This is okay

Document Name	Page No.	Clause No.	Existing Clause	Clarification Required	Response
			oaths/magistrate or the issuing body: -		
			a. Valid Tax Compliance Certificate (TCC).		
			b. Registration certificate/ Certificate of incorporation		
			c. Valid trade license.		
			d. CR 12		
Mandatory Requirements	NA	NA	NA	In case of JV/Teaming Agreement, Should all parties of the Agreement provide the Mandatory Forms and General Documents or just the Lead Bidder?	The lead bidder is expected to provide all the mandatory forms and general documents
Other documents required are	27	iii. a	Valid Tax Compliance Certificate (TCC).	Every Country has different Legal documents and Business Laws, In India there is only one Registration/TAX Document for all the need like even Trading etc. i.e Registration Certificate (GST-Goods & Service Tax) & GST filling.  Can we present GST Certificate for same? Or Do we need to submit company yearly tax filing acknowledgement? Please confirm.	The Tender is a National competitive tender. The lead should provide the valid tax compliance certificate.
Other documents required are	27	iii. d	CR12	CR12 is not applicable in the JV Member Country, Can the JV/Teaming Partner provide a	Yes, this will be okay. Note though that the Lead bidder has to provide the CR12

Document Name	Page No.	Clause No.	Existing Clause	Clarification Required	Response
				signed and stamped list of Directors instead?	
Financial documents	72	NA	The Tenderer and its parties shall provide copies of financial statements for years ----- pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:	Are the Financial Statements/Accounts required? If so, how many years? And should the lead bidder provide or all parties in the JV	As per the tender requirements financial statements are not required.
NA	NA	NA	NA	As still we have not received the response of the asked queries, so request you to extend the tender submission till 13th May-2022.	No further extensions will be granted. The closing date remains 27 <sup>th</sup> April, 2022.
				Kindly clarify the total number of entities to be registered on to the Digital market place eg: transporter, warehouse operators, agents, exporter, importers or any other agencies.	In total we estimate about 5000 users and the number will continue growing.
				Kindly clarify the expected volumes per entity on the system for the 1st year and beyond.	Note No. 1 response. In total we estimate about 5000 users and the number will continue growing.
				Since it will be a transaction model kindly confirm if there will be a mandate that all entities to be registered and utilize the digital platform from Kentrade so to ensure maximum adoption of the digital platform.	It is an optional service. It will not be mandatory for entities to use the DLMP.

## PART II

Description	Score	Queries/Assumptions	Suggested Changes	Response from KenTrade
<b>Firm's Experience</b>				
iv. Value of contracts (Below 50million, 2.5 marks and above 50million 5marks per confirmed site)		Our contracts are based on pay per transaction and as such do not provide the total value of the contract because the total transaction volume is variable every year. We can provide Auditor's certificate and/ or letter from the customer indicating the total value of the contract. Kindly confirm that this is acceptable.	N/A	Letters from customers indicating the value of contract should be acceptable.
iii. Must have a Degree in ICT (2 marks)	10	N/A	Request you to kindly change this to "Must have a degree in ICT or Science or related field"	This is okay
iv. Must have a Certificate in Design Thinking Co-Creation issued by a recognized leading organization in Design Thinking. (3 marks)		It is assumed that this skill set (Design Thinking) refers to front-end solution designing and incorporates best UI/UX experiences including human factors. Please confirm our understanding	N/A	Design thinking is a non-linear, iterative process that teams use to understand users, challenge assumptions, redefine problems and create innovative solutions to prototype and test. Involving five phases—Empathize, Define, Ideate, Prototype and Test—it is most useful to tackle problems that are ill-defined or unknown.

Description	Score	Queries/Assumptions	Suggested Changes	Response from KenTrade
<p><b>Experience:</b> Five (5) years' experience or more in Product Offering Management.</p>		<p>We will be providing the Experience certificate duly signed by the head of Human resources in our company. Please confirm that this is acceptable</p>	<p>N/A</p>	<p>This okay. In addition, the CV should be detailed enough with all the required details.</p>
<p>v. Must have a Certificate in Systems Architecture from Open Group or equivalent (1.5 x 2 = 3 marks)</p>		<p>N/A</p>	<p>Request you to kindly change this to "Must have a Certificate in Systems Architecture from Open Group or equivalent or Solutions Architect for Cloud Providers like Azure, AWS, GCP"</p>	<p>This is okay as we already specified that an equivalent is acceptable.</p>
<p>vi. <b>Experience:</b> Ten (10) years' experience or more in provision of complex ICT solutions including Blockchain, AI and IoT.</p>		<p>We will be providing the Experience certificate duly signed by the head of Human resources in our company. Please confirm that this is acceptable</p>	<p>N/A</p>	<p>This okay. In addition, the CV should be detailed enough with all the required details.</p>
<p>vi. <b>Experience:</b> Five (5) years' experience or more in training/testing and skills transfer for complex IT solutions.</p>		<p>We will be providing the Experience certificate duly signed by the head of Human resources in our company. Please confirm that this is acceptable</p>	<p>N/A</p>	<p>This okay. In addition, the CV should be detailed enough with all the required details.</p>

Description	Score	Queries/Assumptions	Suggested Changes	Response from KenTrade
<b>vi. Experience:</b> Three (3) years' experience or more in development of Digital Trade solutions ( <b>1 mark per year of experience per developer</b> and less than one year ( <b>0 marks</b> ) ( <b>Marks awarded per developer experience – Maximum is 3 X 3 = 9 marks</b> )		We will be providing the Experience certificate duly signed by the head of Human resources in our company. Please confirm that this is acceptable	N/A	This okay. In addition, the CV should be detailed enough with all the required details.
<b>vi.</b> 5 years' experience in International Trade, Transport, and logistics environment or related field ( <b>5 marks</b> ) otherwise <b>1 mark per year and less than one year will score (0 marks)</b>		We will be providing the Experience certificate duly signed by the head of Human resources in our company. Please confirm that this is acceptable	N/A	This okay. In addition, the CV should be detailed enough with all the required details.
<b>iv.</b> 4 years' experience in Digital Sales and Marketing ( <b>2 marks per expert</b> ) otherwise <b>0.5 mark per year</b> and less than one year will score ( <b>0 marks</b> )		We will be providing the Experience certificate duly signed by the head of Human resources in our company. Please confirm that this is acceptable	N/A	This okay. In addition, the CV should be detailed enough with all the required details.

**PART III**

Document Name	Page No.	Clause No.	Existing Clause	Suggested Changes	Remarks if any	Remarks by KenTrade
TENDER FOR THE PROVISION OF A DIGITAL LOGISTICS MARKET PLACE (DLMP) SOLUTION/PLATFORM	126	3.3	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.	<p>We suggest the following modification (marked in Red) in the existing clause.</p> <p>Either Party shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the other Party's business or operations without the prior written consent of the other Party.</p>	<p>Since the Service Provider will also be sharing the confidential information, we request to make this clause reciprocal so as to protect the interest of both parties.</p>	<p>These issues will be discussed with the winning bidder</p>
<b>Additional clauses to be incorporated in the contract</b>			-	<p>The Service Provider disclaims any warranty, express or implied, that the Services are secure or immune from: (i) access, intrusion, corruption, modification or manipulation by an unauthorized third party through Procuring Entity's Network or, (ii)</p>	<p>We suggest incorporating the clause specified in column E as this is the standard disclaimer for the Services provided under the contract.</p>	

Document Name	Page No.	Clause No.	Existing Clause	Suggested Changes	Remarks if any	Remarks by KenTrade
				<p>disabling code or computer viruses; or, (iii) program errors resulting from any of the causes specified in (i) and (ii) above (collectively, "Prohibited Activities"). Except as set forth in the preceding sentence, Service Provider shall have no liability whatsoever for such Prohibited Activities and the Procuring Entity, as the user of the Services agrees, upon delivery thereof, to assume the entire risk and liability for Prohibited Activities. The Procuring Entity agree that the warranties set out in this Contract are in lieu of and exclude all other conditions or warranties implied by statute, law or otherwise as to the quality, merchantability or fitness for any particular purpose.</p>		



Document Name	Page No.	Clause No.	Existing Clause	Suggested Changes	Remarks if any	Remarks by KenTrade
			-	<p><b>Limitation of Liability:</b> NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. Each Party's liability towards the other arising out of or in connection with this Agreement will not exceed the amount of the total consideration received by the Service Provider in the preceding one (1) month immediately preceding the month in which the event giving rise to the liability occurred.</p>	<p>Since the liability under the contract is not limited, we hereby request to incorporate the said clause in the contract.</p>	

Document Name	Page No.	Clause No.	Existing Clause	Suggested Changes	Remarks if any	Remarks by KenTrade
				Intellectual property rights, titles or ownership of any products, proprietary information or technology or Services will not be transferred from one party to another on account of use of the same as part of any work or Services under this Contract and shall always remain with the original owner of the same.	There is no specific clause on the IPR and hence, we request to incorporate the said clause in the Contract. The Services and technology used in the Services shall always vest with the Service Provider.	

**The addendum & clarification form part of the bidding document and is binding on all bidders. All other terms and conditions of the tender remain the same.**

**CHIEF EXECUTIVE OFFICER**