

MOMBASA PORT SACCO SOCIETY LTD

TENDER NO. MP/4/2018/PQC-1

**REQUEST FOR PROVISION OF ELECTRONIC
DOCUMENT MANAGEMENT SYSTEM(EDMS)
SEPTEMBER, 2018**

SECTION I - LETTER OF INVITATION

TENDER REF NO. MP/4/2018/PQC-1

TENDER NAME: PROVISION OF ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS).

1. Mombasa Port Sacco Society Ltd now invites sealed Tenders from eligible firms to submit proposals for **PROVISION OF ELECTRONIC DOCUMENT MANAGEMENT SYSTEM** as per requirements detailed herein in the terms of reference.
2. Tendering will be conducted through the National Competitive Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015.
3. The tender document can be viewed and downloaded at no fee from the Mombasa Port Sacco website www.msaportsacco.co.ke.
4. The request for proposals (RFP) includes the following documents:
 - Section I - Letter of invitation
 - Section II - Information to bidders
Appendix to Consultants information
 - Section III - Terms of Reference
 - Section IV - Technical proposals
 - Section V - Financial proposal
 - Section VI - Standard Contract Form
5. All Tenders in **one original** plus [**One-1 copy**], properly filled in, and enclosed in plain sealed envelopes must be delivered to the address below and marked:

TENDER NO. MP/4/2018/PQC-1

PROVISION OF ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS).

“DO NOT OPEN BEFORE 1000HOURS ON FRIDAY, 12TH OCTOBER, 2018”.

Addressed:

**THE CHIEF EXECUTIVE OFFICER
MOMBASA PORT SACCO LTD
P.O. BOX 95372-80104
MOMBASA PORT SACCO BUILDING
MWAKILINGO ROAD
MOMBASA**

Phone:+254(41) 222786/2220124/ 0725-238-367.

E-mail:info@msaportsacco.co.ke

6. Tenders shall be submitted at the office of the **CHIEF EXECUTIVE OFFICER LOCATED ON THE 1ST FLOOR OF MOMBASA PORT SACCO BUILDING, BEFORE 1000 HOURS FRIDAY, 12TH OCTOBER, 2018.**
7. Prices quoted shall be in **Kenya Shillings (Kshs.)**, should be net inclusive of all taxes and delivery and shall remain valid for 90 days from the opening date of the tender.
8. Tenders will be opened promptly after **1000 HOURS FRIDAY, 12TH OCTOBER, 2018** in the presence of Tenderers' representatives who choose to attend the opening at the Board Room at the SACCO premises.
9. Late or incomplete Tenders shall not be accepted.
10. Canvassing or lobbying for the tender shall lead to automatic disqualification.

DEDAN ONDIEKI

CHIEF EXECUTIVE OFFICER

SECTION II – INFORMATION TO BIDDERS (ITB)

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SECTION II: - INFORMATION TO BIDDERS (ITB)

2.1 Introduction

- 2.1.1 The Mombasa Port Sacco will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the Mombasa Port Sacco in the Appendix.
- 2.1.2 The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITB" for services required for the assignment named in the said Appendix.
- 2.1.3 The Mombasa Port Sacco will make available relevant information needed for the project.
- 2.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.5 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.6 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.1.7 The Mombasa Port Sacco shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITB". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited bidders who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, bidders must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae(CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

- 2.4.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.
- 2.4.5 The Proposal must remain valid for 30 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

- 2.5.1 The original proposal (Technical Proposal and, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. 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 govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies 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. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITB” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.”**

- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITB”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 Proposal Evaluation General

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITB”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the bidder’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 Evaluation of Technical Proposal

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as detailed in the Tender Data Sheet

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITB”.

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation, the Client shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and

the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the bidder has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (S_f) shall, unless an alternative formula is indicated in the Appendix "ITB", be as follows: -
 $S_f = 100 \times \frac{F_m}{F}$ where S_f is the financial score; F_m is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T =the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows: $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within **30 days** from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the Mombasa Port Saccowithin 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITB". The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be

incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The Mombasa Port Saccoshall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The Mombasa Port Saccoshall at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The Mombasa Port Saccoshall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
 - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The Mombasa Port Saccorequires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The Mombasa Port Saccowill reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to information to bidders

Appendix to Information to Bidders

The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

INSTRUCTIONS TO TENDERERS CLAUSE REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1 The name of the Client is	MOMBASA PORT SACCO SOCIETY LTD.
2.1.1 The method of selection is:	QUALITY AND COST BASED SELECTION (QCBS)
Eligibility	<p>Eligibility: The tender is open to Kenyan firms registered and providing EDMS services in Kenya with demonstrated experience and technical capability.</p> <p>Tenderers must have personnel with proven experience in Document Management System and office equipment The Tender may be submitted by Joint Venture/Partnership or Consortium agreements .</p> <p>Tenders submitted by joint venture(s) must be accompanied by the following additional documents: - (a, b &c are Mandatory for joint Ventures)</p> <ul style="list-style-type: none"> a. Must attach a draft joint venture/partnership agreement between the joint venture partners, clearly indicating the responsibilities of the joint venture partners. b. Nomination of the partner in charge for this project. c. A signed statement by all partners stating that they will be jointly and severally liable for the execution of the contract in accordance with the contract term.
2.1.2 Technical and Financial Proposals are requested:	Yes
The name, objectives, and description of the assignment are:	REQUEST FOR PROVISION OF ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

2.1.3 A pre-proposal conference will be held	No.
The name(s), address(es) and telephone numbers of the Client's official(s) are:	<p>THE CHIEF EXECUTIVE OFFICER MOMBASA PORT SACCO LTD P.O. BOX 95372-80104 MOMBASA PORT SACCO BUILDING MWAKILINGO ROAD</p> <p>Tel + 0725-238-367 e-mail: info@msaportsacco.co.ke website : www.msaportsacco.co.ke</p>
2.1.4 The Client will provide the following inputs:	<ul style="list-style-type: none"> • Limited office accommodation. • Data and other reports
2.1.5 (ii) The estimated number of months Required for the assignment is:	90 days.
(iv) The minimum required experience of proposed professional staff is	As provided in the requirements under 2.7 of ITC
2.1.6 (vii) Training is a specific component of this assignment:	YES
(viii) Additional information in the Technical Proposal includes:	N/A
2.1.7 Taxes:	Proposal should be inclusive of all taxes e.g. withholding and VAT where applicable
2.5.2	The number of copies to be submitted is: One (1) Original and One (1) Copy.
2.3.4,2.4 &2.5.2	<p>Tenders shall be submitted in a two envelope systems (Envelope A - Technical Submission and Envelope B - financial Submission) the two sealed envelopes shall then be sealed in an outer envelope bearing the tender number and name and a statement 'DO NOT OPEN BEFORE 1000 HOURS ON FRIDAY, 12TH OCTOBER,2018.</p> <p>Both the Technical and Financial envelopes (A&B) shall contain the address and name of the bidder to enable it to be returned unopened in case it is received/declared late</p> <p>Envelope A shall contain the Technical submission and shall be clearly marked "Envelope A – Technical Submission". Envelope A shall contain NO indication of the tender price or other financial information of the bid</p>

<p>2.3.4 (i)</p>	<p>and: -</p> <ul style="list-style-type: none"> • Shall have pages in the whole document numbered in the correct sequence. (Mandatory) • Shall have a table of contents pages clearly indicating Sections and page numbers. The various sections shall be highlighted and arranged in the format below (Mandatory) <p>Envelope A – shall contain the following documents prepared pursuant to clause 2.3.4 and presented in an orderly manner, with a table of contents and page numbers; each page should be initialed by the authorized officer. Failure to do so will lead to disqualification (Mandatory)</p> <ol style="list-style-type: none"> a. Company profile - A brief description of the firm’s organization. Attach statutory documents (Mandatory) b. Completed Confidential Business Questionnaire - & Declaration Form –(Mandatory) c. Completed Anti-corruption form – Mandatory d. Certificate of registration or incorporation – (Mandatory) e. Trade license or single business permit – (Mandatory) f. Valid Tax Compliance certificate –(Mandatory) g. Experience in similar works: demonstrate Firm’s experience in Document management systems performed in the last five (5) years with at least three (3) Corporate Clients with documentary evidence e.g. certified copies of Purchase Orders and/or Contracts. (Reference letters from three (3) corporate clients, confirming that the assignment was carried out satisfactorily; this assignment must have been carried out within the last five years – Mandatory) h. Proposed professional Staff: List of the proposed staff team by specialty; CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years. Copies of academic and
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	<p>professional certificates and testimonials. The proposed staff must be members of good standing with the respective professional bodies; Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.</p> <p>i. A description of the methodology and work plan for performing the assignment.(MANDATORY)</p> <p>j. Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.</p> <p>k. Financial status:Certified Audited annual accounts for the last three years i.e. 2017, 2016 and 2015. (MANDATORY)</p> <p>Envelope B: Shall detail the Financial Submission and shall contain documents comprising of: -</p> <p>A. Completed Form of Tender B. Price Schedule of services and duly completed tender forms</p>									
<p>2.5.4 The proposal submission address is:</p>	<p>THE CHIEF EXECUTIVE OFFICER MOMBASA PORT SACCO BUILDING 1STFLOOR .</p> <p>Completed tenders shall be submitted at the office of Chief Executive Officerlocated on the 1stfloor office of MOMBASA PORT SACCO BUILDINGBEFORE 1000 HOURS FRIDAY, 12TH OCTOBER,2018</p>									
<p>2.5.2 Proposals must be submitted no later than the following date and time:</p>	<p>BEFORE 10:00 HOURS ON FRIDAY, 12TH OCTOBER,2018</p> <table border="1" data-bbox="722 1537 1466 1953"> <thead> <tr> <th data-bbox="722 1537 805 1612">No.</th> <th data-bbox="805 1537 1333 1612">Criteria</th> <th data-bbox="1333 1537 1466 1612">Marks (%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="722 1612 805 1817">1.</td> <td data-bbox="805 1612 1333 1817">References and Brief Profile of the Lead Firm: Specific experiences of the Tenderer in similar Projects</td> <td data-bbox="1333 1612 1466 1817">20</td> </tr> <tr> <td data-bbox="722 1817 805 1953">2.</td> <td data-bbox="805 1817 1333 1953"> <ul style="list-style-type: none"> Conformity to the Technical Specifications and understanding the purpose and objectives of the assignment </td> <td data-bbox="1333 1817 1466 1953">40</td> </tr> </tbody> </table>	No.	Criteria	Marks (%)	1.	References and Brief Profile of the Lead Firm: Specific experiences of the Tenderer in similar Projects	20	2.	<ul style="list-style-type: none"> Conformity to the Technical Specifications and understanding the purpose and objectives of the assignment 	40
No.	Criteria	Marks (%)								
1.	References and Brief Profile of the Lead Firm: Specific experiences of the Tenderer in similar Projects	20								
2.	<ul style="list-style-type: none"> Conformity to the Technical Specifications and understanding the purpose and objectives of the assignment 	40								

	<p>Approach, Methodology & Work Plan</p> <ul style="list-style-type: none"> Adequacy of the proposed approach, methodology and work plan in executing the assignment/project <p>Activity (work) schedule & staffing</p>	10
3.	Key professional staff qualifications and competence for the assignment:	10
4.	<p>Financial Strength:</p> <ul style="list-style-type: none"> Liquidity ratios CA/CL \geq 1:1 = 4 marks CA/CL \geq 0.5:1 = 3 marks CA/CL < 0.5 = 2 marks Gearing ratios: Not more than 50% = 3 marks: 50% - 99% = 2 marks 100% and above = 1 mark Profitability ratios: 10% and above = 3 marks: 5% - 9% = 2 marks Below 5% = 1 mark 	20
	TOTAL	100
<p>Bidders or their representative may attend the opening after 1000HOURS ON FRIDAY, 12TH OCTOBER, 2018 in the Board Room located at the Mombasa Port Sacco Building.</p>		
2.6.3	The minimum technical score required to pass	80%
2.7.1	Technical Evaluation criteria shall be as follows:	
2.8	Clause deleted	
2.9.2	The assignment is expected to commence on	immediately after award and signing of contract
2.10	Award of Contract Clause deleted	

SECTION III: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall **NOT** include any financial information.

SECTION III - TECHNICAL PROPOSAL

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring en
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To: _____ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [*Title of consulting services*] in accordance with your Request
for Proposal dated _____ [*Date*] and our Proposal. We are hereby submitting
our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a
separate envelope].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]

:

_____ [*Name of Firm*]

:

_____ [*Address:*]

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country:
Location within Country	Professional Staff provided by Your Firm/Entity(profiles)::
Name of Client	Clients contact person for the assignment.:
Address	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ *Date;*

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Days (in the Form of a Bar Chart)(**maximum 90 days**)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	Number of days

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items (where applicable)

[1st, 2nd, etc, are days from the start of assignment)(*maximum (90 days)*)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
Activity (Work)										

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Final report	

SECTION V: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

	Page
1. Financial proposal submission Form	
2. Summary of costs	
3. Breakdown of price/per activity	
4. Breakdown of remuneration per activity	
5. Reimbursables per activity	
6. Miscellaneous expenses	

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Unit cost (Kshs)</u>	<u>Total Vat (Kshs)</u>	<u>Total Costs (Kshs)</u>
1	Document Management System Server Installation (with all modules) Perpetual. Include first year (12 months) warranty, support and maintenance.	1			
2	Document management system concurrent user licenses – indexing, retrieval. (Perpetual)	15			
3	Workflow concurrent licenses	7			
4	Scanners & Fully licensed capture software as per specifications (Perpetual)	5			
5	Administrator training	2			
6	User training	25			
7	Bureau service – document preparation, scanning, indexing, re-filling and archiving of about 4,000,000 documents.	4,000,000 documents.			
8	Implementation of up to 7 Rule-based workflows from our business processes.	7			
<u>TOTAL COST (Kshs).</u>					

--	--	--	--

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____		Name: _____		
Names days or hours as appropriate.)	Position Rate	Input(Staff months, as appropriate.)	Remuneration	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

5. REIMBURSABLES PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				

SECTION IV: - TERMS OF REFERENCE

TECHNICAL SPECIFICATIONS

MOMBASA PORT SACCO intends to use its existing hardware infrastructure to run the document management system. This includes but not limited to:

1. SQL database.
2. Hardware servers.
3. Storage infrastructure.
4. Existing network speeds.

A. BUSINESS REQUIREMENTS AND EDMS CAPABILITIES

Business Requirements

A. ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (DMS) CAPABILITIES

Case Management: It should be able to provide advanced case management that unifies information, processes and people. The System should provide a way to collect, store, organize, and manage information associated with a particular case. In addition to providing methods for managing business data, the system shall also have a functionality that supports and coordinates collaborative processing of cases.

Document Management: The System shall support content repository that manages electronic content, including images, PDF files, application documents, e-mail, audio, video, rich media and links to web content and COLD/ERM, offering a full life cycle management that begins with process driven access and follows through to document migration and rule-based document purging.

Content Management: Should offer a robust and powerful Content Management system that organizes unstructured and structured data from any source -- including, but not limited to, native DMS repositories, external repositories, and web content -- and presents it to users and/or other business processes in an organized and coherent manner.

Process Management: Should have a high volume, high performance structured workflow engine.

Records and retention Management: The System shall support Records management functionalities that will be used to help X meet regulatory and legal obligations associated with records and establish retention periods for all information, to reduce risk and cost

Core Services: The System should provide the fundamental capabilities for accessing and storing content. These should include Content management services, workflow services, lifecycle services, XML services, Java Messaging services, and Content Delivery Services.

a) Content Management services

The System shall provide the content management functions needed to implement work management applications: It should Manage Content in the following ways

- Check-in/check-out Ability to Protect original content from being modified by users with appropriate permission by enabling users to check out content before editing.

- Version Control: Ability to Offer support for multiple versions and multiple Renditions.
- Full Text Indexing: Capability to automatically Index entire content of uploaded files
- Security: Access to content should be based on roles and this should be propagated up to field level

b) Workflow services

The workflow solution should automate 7, activities and policies for repository content. The Document management system platform should persistently manage the state of multiple instances of each workflow—by storing workflow objects in the as repository objects. Similarly, workflow templates (definitions) should be stored as repository objects so various services, such as security, versioning, and retention, can be applied.

c) XML Services

The Document Management system shall provide extensive support for accessing and manipulating XML documents. In addition, this support shall be based on the W3C standard object model, with a few extensions.

d) Java Messaging Services (JMS)

The system shall support JMS. The JMS shall provide a standard mechanism for isolating systems running different platforms and distributing components of complex architectures, by handling the message delivery and fault tolerance within the provider. In addition; the JMS shall support two main modes of operation: point-to-point and publish-subscribe.

e) Life Cycle Services:

The proposed DMS shall provide the capability to manage the life cycle of documents, such as Migrate, Delete and Archive.

TECHNICAL RESPONSIVENESS CHECKLIST

Note to Bidders: The following Checklist is provided to help the Bidder organize and consistently present its Technical Bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "**DETAILED DESCRIPTION**". The Technical Responsiveness Checklist does not supersede the rest of the Technical Requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One or two-word responses (e.g. "Yes," "No," "Willcomply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Bidders shall use the following options to indicate the "**DEGREE OF SUPPORT OF COMPLIANCE**" their solution provides for each of items listed in this section:

- **FS** - (Fully Supported) the application fully supports the requirement without any modifications.
- **PS** - (Partially Supported) the application supports the requirement with use of a workaround.
- **CR** - (Customization required) the application will be customized to meet the requirement(s).

- **NS** - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required.

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation in the DETAILED DESCRIPTION section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or screenshots in the DETAILED DESCRIPTION column.

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
SYSTEM REQUIREMENTS				
ORGANIZATION REQUIREMENTS	Firm Qualification			
1.	The supplier must be a fully qualified service provider of Electronic Document Management Systems (EDMS) and Digitization services (Attach Documentation)			
2.	Staff Qualifications: Must have at least 5 Certified Trainers of the EDMS			
3.	The successful bidder must show evidence of having installed EDMS system in a financial			

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
	institution.			
	General Requirements	Allow quick, easy, and timely retrieval of records and information as may be needed		
		The system must implement standard security and access management features by use of Access Control List.		
		The Proposed System shall be able to support Authentication from Authorization.		
		The Proposed system should allow Administrators to create users for purposed of authorizing them Access to content and allocation of Access Control List.		
		The system must maintain an Audit Trail for all activities related to accessing and using the system.		
		The Document Management System should provide for hosting of commonly used forms such as leave application, equipment requisition forms, etc so that users can open, fill, sign and forward them for processing without printing them, either as a standalone objects or as a related data objects		
		The proposed Document Management System shall have the ability or Functionality that defines, manages and executes workflows, send notifications based on predefined processes and allow for approvals and authorizations to be Made		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		The System shall have the ability to use listeners (Output and Input Mechanisms) to automatically pick up documents from other systems and archive them.		
4	Specific Requirements	The Document management system should adopt a J2EE based approach so that the solution is portable to other platforms.		
		The Document Management System shall support Multi-tier architecture with each tier fully independent		
		The Document management System shall support separate Document or File server for better management of documents. The System shall support several servers running, Application, database and File Management software.		
		The Document management system shall support distributed Document Repositories for document upload and access at local level, which can be replicated with central repository at scheduled intervals		
		The Document Management System shall support Multiple platforms specifically Windows, Linux and Sun Solaris. Reference sites shall be available for all the platforms		
		<p>The Document Management system shall have the capability to run in multiple databases i.e.</p> <ul style="list-style-type: none"> • Oracle • MS SQL. • DB2. <p>Bidders Must Provide at least 4 Reference sites</p>		
		The system shall provide XML based API toolkit for system integration and XML Parsing and also should have capability to create XML fields to hold large quantities of structured data.		
		The system shall be able to handle Terabytes of data with search time less than 4 seconds		
		The system shall have an ability to handle thousands of images. (The bidder must provide at least 5 reference sites having scanned more than 2 million images into an EDMS. Authorities Implemented will be an added advantage).		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		The system shall support unlimited storage capacity by automatic/ manual creation of Volume disks of predefined sizes and disk labeling.		
		The system shall provide Modeler facility or a Tool box to customize the document management user interface as per the specific functional requirements. The Toolbox should provide developers and Administrators of the system with the capability to define repositories, database fields, and folder and file templates, tasks, deadlines, queries, and security.		
		The system should have An extensive programming interface enables designers to add advanced features and modify the way the core functions work.		
		The system should be able to integrate with the existing ERP applications so that documents can be transmitted to/from DMS from the ERP system.		
5	Document Scanning Features	The system shall provide facility of Bulk scanning of documents and shall support Client-Server architecture for Scanning solution, so that scanned documents can be temporarily archived before uploading to the central server		
		The system shall support Quick scanning and indexing of bulk documents. The stages of scanning, quality check and Indexing shall be preferably mapped as stages in scanning solution.		
		The system shall support Automatic categorization of scanned images as different documents like application form, Supporting documents, Field report etc.		
		Ability to support Copying using integrated document imaging copier, scanner, fax, and printer. Capturing and saving copied/scanned/printed document:		
		The system shall Support automatic indexing from specified zones like Application id using OCR functionality.		
		The system shall provide facility to upload scanned batches with Auto folder/Subfolder/ File creation; document filing & indexing on user-defined fields on Document Management system. The		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		system should facilitate Auto upload of electronic content, scan from the web interface using twain drivers, Insert pages while working from the web interface.		
		The Document Management System shall have a global event handler class that can be specified for content encryption.		
		The system shall Support all the special image enhancement functionality offered by the scanner through the driver interface.		
6	Document Acquisition and capture	The system shall support Bulk Import of image and electronic documents and automatic indexing of documents on the basis of Offline data.		
		The bidder Must specify Performance Data Input tested in a specific environment per hour in capturing, creating documents and storing in a magnetic Disk. The bidder Must highlight the factors that may impact on performance of capturing documents per hour using the system and whether these factors are controllable.		
		<p>The system shall support Integration with Mail server for direct Uploading of Emails for corresponding users and indexing on user defined parameters</p> <ul style="list-style-type: none"> • Save emailed document including attachments • Save recipient email Address • Save send email address, date, time, etc. • E-mail status – sent successfully or email send failed 		
7	Archival of electronic documents	The DMs shall support all commonly used file formats as MSOffice, Acrobat, TIF, JPEG, GIF, BMP and scanned documents		
		The DMS shall provide ease and flexibility of arranging documents in a folder by Sorting and viewing the documents in the folder on number of relevant parameters of the document such as Name, Date, Type, Size, Pages and Useful Information, etc		
		The Document management system shall provide facility to link cross-related documents		
		The DMS shall provide search facility on the same interface, so that users are able to search the document using specific		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		classification criteria.		
		The system shall support versioning of documents with facility to write version comments and Publish.		
		The system shall allow Locking of documents for editing and importing it back into the system through check-in/Check-out features.		
		The DMS shall have an archive function that Zips information in the database and converts to an XML Format for easy portability. This is zipped file should be moved from the database and stored in a magnetic storage.		
		The DMS should have a facility to create Archive templates for documents due for retention.		
		The DMS should have an archive activity that can be incorporated in a process, and used in conjunction with a query to locate objects ready to be archived.		
8	Image Viewer	The Document management system shall support Applet for viewing Image documents		
		The Document management system shall support for viewing documents in the native application.		
		The system shall provide facility of putting text, graphic and image annotations on document pages		
		The Image applet shall support comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.		
		The system shall support automatic stamping of annotations with user name, date and time of putting annotations.		
		The system shall provide facility for securing annotations for selective users.		
		The system shall provide facility for users to enter the remarks / comments / message and an Access Control List to secure notes and annotations on the documents as per the requirements. The secured notes shall only be visible to users that have been provided the rights to view the secured notes.		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		The DMS shall facilitate zoom-in/zoom-out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc.		
		The system shall store annotations as separate file and at no time, the original image shall be changed.		
		The system shall support for Thumbnails on image documents and have a facility for thumbnail generator.		
9	Search and Retrieval	The Document Management system shall provide extensive search facility to retrieve documents or Folders.		
		The system shall support combined search on Profile, Indexed and Full Text Search.		
		The DMS shall support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.		
		The DMS shall support advanced search using Boolean and logical operators like and, or, greater than etc. for example searching application form on the basis of customer type and City.		
10	Inbuilt Workflow Solution	The Workflow solution shall support authorized users to forward the files/documents for approval in a pre-defined or flexible route. Different users in the route would be able to access the work items from their Inbox, process it and forward it or revert it for further processing.		
		The Workflow solution shall support collaborative working on documents in a secure environment through Workflow instances.		
		The Process designer shall have a facility to reference various system objects in a defined workflow.		
		The system shall support routing of Workflow instances to users' inboxes for their action. These inboxes shall have the facility to categorize overdue work, pending work, All my work, Work Assigned to Me, by filtering using the user login ID.		
		The DMS shall provide clear cut reports on workflow instances for each activity that is		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		started, Status, User performance, Workflow Metrics, Locked work, work in error, All activities history or work initiated and where it is etc.		
		The Workflow solution shall give an option to Refer Work items to other users for reference even if that user is not the part of the workflow route		
		The Workflow solution shall support Facility to Divert work items to other users for delegating or substituting, whenever user goes on leave		
		The Workflow solution shall support Time-based and event-based reminders and automatic escalations to concerned user after a specified interval of time		
		The Workflow solution shall provide facility to assign tasks and set deadlines for each user in workflow.		
		The Workflow solution shall support dynamic rights allocation on objects after receiving the work item. The rights should be enabled / disabled automatically as the letter is routed in the defined path.		
		The system shall support strong searching, reporting and monitoring of work process and status to help in automating work processes and improve efficiency like search on pending work items, completed work items or No. of work items pending with specific user etc.		
11	Security	The document management system shall support definition of Users, Groups and Roles relation in the system.		
		The DMS shall support access permissions on Folders, documents and object level.		
		The DMS Shall clearly separate Authentication from Authorization.		
		The DMS shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).		
		The system shall support secure login id and passwords for each user and passwords shall be stored in an authenticating mechanism in an encrypted manner e.g Active Directory.		
		The system shall support integration with Active Directory for extensive password		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		validations e.g. passwords of minimum characters, alphanumeric, locking of user-id after three unsuccessful attempts, password expiry, password history so that passwords are not same as previous passwords etc.		
		The system shall support Disaster recovery and store data any Storage, NetApp, SAN, Optical, EMC and by replicating the data to remote locations.		
		The system shall support provide support for HTTPS's/SSL for secured data transfer.		
		The system shall support Extensive Audit-trails at document, Folder and for highest levels for each action done by particular user with user name, date and time.		
12	System Administration Backup and Recovery	The system shall support web-based administration module for the complete management of system.		
		The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries.		
		The Admin module shall provide easy to use interface for Index structure definition that can be used by different users		
		The Admin module shall provide facility to Configure complete, automated and incremental backups and shall be able to integrate with third party backup solutions.		
		The DMS must provide automated backup and recovery procedures that allow for regular backup of all or selected classes, files, documents, metadata and administrative attributes of the DMS repository.		
		The DMS must allow the Administrator to schedule backup routines by: <ul style="list-style-type: none"> • specifying the frequency of backup; • selecting files or documents to be backed up; 		
		Allocating storage media, system or location for the backup (e.g. off line storage, separate system, remote site).		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		The DMS must allow only the Administrator to restore from DMS backups. Full integrity of the data must be maintained after the restore.		
13	Reports and Audit Trails Features	The Document management system shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports.		
		The system shall support Extensive Audit-trails at user, Folder and File Levels		
		The system shall provide facility to generate Audit trails on separate actions, and between specific date/times.		
14	Records Management	The system shall provide the capability for only authorized individuals to create; edit, and delete file plan components and their identifiers. Each component identifier shall be linked to its associated component and to its higher- level component identifier(s).		
		The DMS shall have a facility to identify and present the folders and document, including metadata, which are eligible for destruction, as a result of reaching that phase in their life cycle.		
		The records management module shall allow users with rights to restore files from the archive and edit, view and escalate and return the document as a new version.		
		The DMS must provide a function that specifies retention schedules, automates reporting and destruction actions, and provides integrated facilities for exporting documents and metadata		
		The DMS must be able to restrict the setting up and changing of retention schedules to the Administrator		
		The DMS must be capable of associating a retention schedule with any document, file or class of a classification scheme		
		Every document in a file or class must, by default, be governed by the retention schedule(s) associated with that file or class		
		<p>The DMS must allow documents to be declared as records and be able to do the following using retention dates.</p> <ul style="list-style-type: none"> • Retain indefinitely; 		

NO	ITEM	TECHNICAL SPECIFICATION	COMPLIANCE STATEMENT (FS, PS, CR, NS)	BIDDERS RESPONSE
		<ul style="list-style-type: none"> • Present for review at a future date. • Destroy at a future date Transfer at a future date		
		The system should have a facility to loan out physical documents from the physical storage		
		The system should enable users be able to declare a specific version of a document as a record and not the whole document.		
15	Warranty	The bidders must give assurance that the system components are covered and provided with warranty agreements. The warranty shall cover correction of system processing defects attributable to the software, hardware/software configuration and network infrastructure (where applicable) for a period of 12 months (1 Year).		
		The bidder must have locally available qualified and experienced IT personnel who will provide assistance in the installation, implementation and utilization of the system. They must be located locally and dedicated to this project. Technical and project management support shall be required until the end of the project.		
16	Training	System Management Training for two (2) IT Staff System operation training for approximately twenty five(25) End Users.		

B. DOCUMENT SCANNER SPECIFICATION & LICENSED CAPTURE SOFTWARE.

HARDWARE		YES /NO	DETAILED RESPONSE
DOCUMENT SCANNER SPECIFICATIONS-5 scanners			
Functional Specifications			
Recommended Daily Volume	Up to 6,000 pages per day		
Throughput Speeds (portrait, letter size)	Black-and-white/grayscale/color: up to 60 ppm/60 ipm at 600 and 600 dpi (Throughput speeds may vary depending on your choice of driver, application software, operating system and PC.)		

Scanning Technology	Dual CCD; Grayscale output bit depth is 256 levels (8-bit); color capture bit depth is 48 bits (16 x 3); color output bit depth is 24 bits (8 x 3)		
Operator Control Panel	7-segment display		
Optical resolution	600 dpi		
Illumination	Dual indirect LED		
Output resolution	100 / 150 / 200 / 240 / 250 / 300 / 400 / 600 / 1200 dpi		
Max./Min. Document Size	216 mm x 863 mm (8.5 x 34 in.) / 50 mm x 63.5 mm (2 in. x 2.5 in.) Long document mode: 216 mm x 4,064 mm (8.5 in. x 160 in.)		
Paper Thickness and Weight	34–413 g/m ² (9–110 lb.) paper; ID card thickness: up to 1.25 mm (0.05 in.)		
Feeder	Up to 50 sheets of 80 g/m ² (20 lb.) paper. Handles small documents such as ID cards, embossed hard cards, and insurance cards		
Multi-feed Detection	With ultrasonic technology		
Connectivity	USB 2.0 (cable included)		
Bundled Software	TWAIN, ISIS, WIA Drivers; Capture Desktop Software; Smart Touch; NUANCE PAPERPORT and OMNIPAGE		
Imaging Features	Perfect Page Scanning; iThresholding; adaptive threshold processing; deskew; autocrop; relative cropping; fixed crop; add/ remove border; electronic color dropout; dual stream scanning; enhanced color management; enhanced color adjustment; brightness and contrast adjustment; automatic orientation; automatic color detection; background color smoothing; intelligent image edge fill; image merge; content-based blank page detection; streak filtering; round/rectangular hole fill; sharpness filter; auto brightness; auto white balance; all-color dropout; multi-color dropout; long document scanning (up to 4,064 mm/160 in.)		
File Format Outputs	Single and multi-page TIFF, JPEG, RTF, BMP, PDF, searchable PDF		
Electrical Requirements	100-240 V (International); 50-60 Hz		

Power Consumption	Scanner: off mode: <0.35 watts; sleep mode: <4 watts; running mode: <32 watts		
Environmental Factors	ENERGY STAR qualified scanners, Operating temperature: 10-35° C (50-95° F), Operating humidity: 15% to 76% RH		
Recommended PC Configuration	For documents up to 660 mm (26 in.) long at 400 dpi: Intel Core2, 2.1 GHz Duo Processor or equivalent, 2 GB RAM. For longer documents/higher resolutions: Intel Core2, 2.1 GHz Duo Processor or equivalent, 4 GB RAM. Note: For optimal performance when using a PC running the Windows 7 operating system, at least 3 GB RAM is recommended		
Supported Operating Systems	WINDOWS 7 SP1(32-bit and 64-bit), Windows 8 SP2 (32-bit and 64-bit), Windows 10 (32-bit and 64 bit)WINDOWS Server 2008 x64 Editions, Windows server 2012 x64 edition, Windows server 2016 x64 Edition LINUX UBUNTU 10.04.1		
	AS/NZS 3548 Class B (C-Tick Mark), CAN/CSA-C22.2 No. 60950-1-07 (C-UL Mark), Canada ICES-003 Issue 4 (Class B), GB4943, GB9254 (Class B), GB 17625.1 Harmonics (CCC “S&E” Mark), EN 55022 ITE Emissions (Class B), EN 61000-3-3 Flicker, EN 55024 ITE Immunity (CE Mark), EN 60950-1 2nd ed. (TUV GS Mark), IEC 60950-1 2nd ed., CISPR 22 (Class B), VCCI (Class B), CNS 13438 (Class B), CNS 14336 (BSMI Mark), UL 60950-1-07 (UL Mark), CFR 47 Part 15 Subpart B (FCC Class B), Argentina S-Mark		
Consumables Available	Feed module, separation module, feed rollers, roller cleaning pads, STATICIDE Wipes		
Dimensions	Weight: 5.5 kg (12 lbs.) Depth: 162 mm (6.3 in.) not including input tray and output tray, Width: 330 mm (13 in.) Height: 246 mm (9.7 in.),		

SCANNER - CAPTURE SOFTWARE SPECIFICATIONS		
FEATURE	REQUIREMENTS	VENDOR RESPONSE
Batch process Setting	<ul style="list-style-type: none"> • Scanning condition ,file format, and file destination can all be specified before scanning by batch process.(the settings can then be saved as profile, for future selection/editing) • Support multiple profiles. • Support detailed scanner parameter settings. • Support files naming settings. • Job separation settings by either barcode or patch code. 	
Scanned image data can be edited	<ul style="list-style-type: none"> • Cut, copy and paste • Rotation (90°, 180°, 270°), image flip (vertical, sideways) \$ manual de-skew. • Color reversal. • Page deletion, blank page deletion. • Change page order, page insertion, and page addition. • Filters (edge filter, color reversal, vertical image flip, sideways image flip) 	
File/Image display	<ul style="list-style-type: none"> • Multiple file display can be displayed side by side, and browsed for comparison. • Multi-page display (2,4,8 page display) • Docking toolbar • Monochrome image grayscale display • Zoom (enlargement/reduction, fit window & width, 25%, 50%, & 5%, 100%, 200%, 400%, direct zoom) • Change display image order (forward/backward, first image, last image, set page numbers) • Both color and binary (monochrome) images can be output simultaneously by one time scan. 	
File format	<ul style="list-style-type: none"> • Files can be input/out put in a number of industry standards file formats. • Opens: bitmap/JFIF/JPE2000/TIFF/Multipage TIFF. • Stores: Bitmap/JFIF/JPEG200/TIFF/Multipage TIFF/Adobe PDF; PDF/A. • Scanned images can be directly output PDF files without need for Adobe Acrobat. • High-compression PDF files can be created • PDF-A output format. • Searchable PDFs in various languages (Eng, Fre, 	

	<p>Ger, Ita, Spa)</p> <ul style="list-style-type: none"> • Chinese (Traditional & simplified), Japanese compressed color PDF. • Password protected PDF(PDF/A not supported) 	
Links to other operations:	<ul style="list-style-type: none"> • To FTP server or Microsoft Share Point server Portal Server2003,2008, the software will store image data automatically. • To e-mail program (MAPI complaint) , The software can send images as attached files • Database lookup • Support of API for BOF • Auto import of common file formats into the software for batch processing. • Network version (optional) for massive indexing. • Support of DMS/BPMS. 	
User interaction	<ul style="list-style-type: none"> • Batch scan operation is available with a hot keyboard. • Batch scan operation is available with the (scan) / (send to) button on the scanner by setting the event. 	
System Requirements	<ul style="list-style-type: none"> • Microsoft® Windows®7 professional(32/64-bit),(service Pack 2 or later) • Microsoft® Windows® Server™2008 (32/64-bit) 	
Recommended operating environment	<ul style="list-style-type: none"> • CPU: Intel® Pentium® 4,2.8 GHz or higher • Memory: 1 GB or more. • Hard Disk: 1 GB or more. • Display: 1024x768 pixels or more, capable of displaying 65536 colors or more. 	
Features	<ul style="list-style-type: none"> • bundled with the Scanners. • Professional Batch Scanning application. • Work with both TWAIN & ISIS. • Includes OCR to create searchable documents. • Simultaneous color % B/W image output. • Create PDF %PDF/A files directly. • Batch separation based on patch code or Barcodes. • Assign Batches to scanner front panel buttons for ease of use. • Seamless application linkage to –FTP, Email, share point. 	

General Requirements for the system

All Bidders MUST specify the version and source of the system they are supplying
 Bidders MUST attach a system Brochure/Datasheet containing all the Technical Specifications.
 Declaration of the relationship between the Bidder and the owner/Manufacturer of the system must be declared where the system is not internally developed.
 Evaluation of Bids

- (a) The evaluation of the proposals will be carried out on the basis of their responsiveness to the above terms of reference.
- (b) The bids shall be evaluated on a weighted score basis whereby the Technical Bids will attract 80% of the marks and the Financial Bids will attract 20% of the marks.

MOMBASA PORT SACCO's evaluation of bids will take into account, the following factors:-

- Completeness of pre-qualification bid and mandatory requirements.
- Technical capability of the bidder to handle an assignment of this type.
- Methodology and work plan expected to be employed by the bidder to undertake the assignment.
- Conforming to all the terms and conditions of the procuring entity.
- Any other factor as may be deemed appropriate by the procuring entity.

SECTION VI: STANDARD FORMS OF CONTRACT

ANNEX I

REPUBLIC OF KENYA

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

**Large Assignments
(Lump- Sum payment)**

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CONTRACT FOR CONSULTANT'S SERVICES

Large Assignments (Lump-Sum Payments)

between

[name of the Client]

AND

[name of the Consultant]

Dated: _____ *[date]*

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the “Contract”) is made the _____)day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the “Client”) of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the “Consultant”) of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of authorised representative] _____ *of Client's*

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and

- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

1.6 Authorized Representatives Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

2.4 Modification Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Of Time Period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts,

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, **Etc.**

discount or similar payment in connection with

activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 3.2.3 Prohibition of Conflicting Activities** Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
 - (b) after the termination of this Contract, such other activities as may be specified in the SC.
- 3.3 Confidentiality** The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract 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 Client’s business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant’s Actions Requiring Client’s Prior Approval** The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C (“Key Personnel and Subconsultants”).
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this

of the ClientContract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the

Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price (a) The price payable in foreign currency is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

6.3 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payment Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at

a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is _____ [name of Member]
1.4	The addresses are: Client: _____ Attention: _____ Telephone: _____ Telex; _____ Facsimile: _____ Consultant: _____ Attention: _____ Telephone; _____ Telex: _____ Facsimile: _____
1.6	The Authorized Representatives are: For the Client: _____ For the Consultant: _____
2.1	The date on which this Contract shall come into effect is(_____) [date]. <i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i>
2.2	The date for the commencement of Services is _____ [date]
2.3	The period shall be _____ [length of time]. <i>Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.</i>
2.4	The risks and coverage shall be: (i) Professional Liability _____ (ii) Loss of or damage to equipment and property _____
2.5(a)	The amount in foreign currency or currencies is _____ [Insert amount].

2.5(b) The amount in local Currency is _____ *[Insert amount]*

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*

C-2 *List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business.
 You are advised that it is a serious offence to give false information on this form.

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business
 ,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

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

	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	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.

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

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 an 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