



**ISO9001:2015CERTIFIED**

**REQUEST FOR PROPOSAL**

**PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF  
MANUAL SCM WORKFLOWS**

**RFP NO: KRA/HQS/RFP-029/2020-2021**

**TIMES TOWER BUILDING  
PO. BOX 48240-00100  
TEL: +254 020 310900  
[www.kra.go.ke](http://www.kra.go.ke)  
NAIROBI,  
KENYA.**

**PRE-BID DATE :15<sup>TH</sup> JANUARY, 2021 at 11:00AM**

**CLOSING DATE :26<sup>TH</sup> JANUARY, 2021 at 11.00 AM**

**REGISTER FOR ON-LINE PRE-BID MEETING HERE  
[PRE-BID CONFERENCE](#)**

**DECEMBER-2020**

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## Tender Notice

1. The Kenya Revenue Authority invites bids from eligible candidates for the following tenders:

DESCRIPTION	ELIGIBILITY	ONLINE PRE BID DATE AND TIME	CLOSING DATE AND TIME
<b>KRA/HQS/RFP-029/2020 -2021 PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL SCM WORKFLOWS</b>	<b>OPEN</b>	<b>15<sup>TH</sup> JANUARY 2021 11.00 AM TIMES TOWER</b>	<b>26<sup>TH</sup> JANUARY, 2021 11.00 AM TIMES TOWER</b>

- Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website [www.kra.go.ke](http://www.kra.go.ke). Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
- Addenda / clarifications if any will be posted in Kra Website ([www.kra.go.ke](http://www.kra.go.ke)) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
- Technical Qualification requirements; Refer to Section III of the bidding document. Completed Bids are to be saved as PDF documents marked “**KRA/HQS/RFP-029/2020-2021: PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL SCM WORKFLOWS**” and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **26<sup>th</sup> January, 2021 at 11.00 a.m.** **Note: Submission should strictly be done to KRA E-Procurement Portal. System issues will NOT be addressed 24 hours to tender closing.**
- There will be **an on-line pre-bid briefing** to be held for this Tender. Bidders are advised to follow this **link for registration** for on-line [PRE-BID MEETING](#).
- Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **5<sup>th</sup> Floor, Times Tower Building.**
- An **original hard copy of the Bid Security** of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

**Deputy Commissioner-Supply Chain Management**  
**Times Tower Building, 21<sup>st</sup> Floor,**  
**P.O Box 48240– 00100 GPO,**  
**Tel. +254 020 310900**  
**Nairobi, Kenya.**  
**website: [www.kra.go.ke](http://www.kra.go.ke)**  
**Email : [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)**

Any canvassing or giving of false information will lead to automatic disqualification.

**DATE: 29<sup>TH</sup> DECEMBER, 2020**

## INVITATION TO TENDERS

**TENDER REFNO: RFPNO.KRA/HQS/RFP-029/2020-2021**

### **TENDER NAME: PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL SCM WORKFLOWS**

1.1 The Kenya Revenue Authority invites proposals for the following for the above described services.

More details of the services are detailed in the Terms of Reference herein.

1.2 The Request for Proposal (RFP) includes the following documents;

Section I		Letter of Invitation
Section II		Information to Consultants
Section III	-	Technical Proposal
Section IV	-	Terms of Reference
Section V	-	Financial Proposal
Section VI	-	Standard Forms

1.3 Interested eligible candidates may obtain further information and inspect the tender documents with detailed Requirements at the office of the:

**Deputy Commissioner-Supply Chain Management**  
**Times Tower Building, 21<sup>st</sup> Floor,**  
**P.OBox48240-00100GPO,**  
**Tel.+2540202814130**  
**Nairobi, Kenya.**  
**website:** [www.kra.go.ke](http://www.kra.go.ke)

1.4 Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website [www.kra.go.ke](http://www.kra.go.ke). Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the **E - Procurement Tab**.

1.5 Prices quoted must be inclusive of all taxes and should remain valid for **335 days** from Tender closing date.

1.6 Completed Bids are to be saved as PDF documents marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **26<sup>th</sup> January, 2021 at 11.00 a.m.** Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.

- 1.7 Kenya Revenue Authority reserves the right to accept or reject any tender without giving reasons there of and does not bind itself to accept the lowest or any tender.

**Any canvassing or giving of false information will lead to automatic disqualification**

**The Commissioner General,  
Kenya Revenue Authority,  
Times Tower,  
P.O Box 48240–00100 GPO, Nairobi,  
Kenya.**

## SECTIONII–INFORMATION TO CONSULTANTS(ITC)

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## SECTION II:-INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Kenya Revenue Authority will select a consulting firm or consortium of consultants under a lead consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.
- 2.1.2 The consultants are invited to submit a Separated Two Envelope bid. *The bidder shall submit technical Proposal electronically via the supplier portal to Tech Bid C- Folder and financial proposals submitted electronically via the supplier portal to Notes and Attachment Folder within the tendering period.*
- 2.1.3 The consultants must familiarize themselves with local conditions and the site (at Times Tower) and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visits 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.
- 2.1.6 The procuring entity's employees, committee members, board members and their relatives (spouses and children) are not eligible to participate.
- 2.1.7 The proposal documents shall be downloaded free of charge.
- 2.1.8 The procuring entity shall allow the Tenderer to review the tender document free of charge before purchase or downloading from the Authority's website.

### 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 four (4) days before the proposal closing 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 "ITC"**. 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 consultants 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 amendments shall be issued in writing through addenda. Addenda shall be sent by mail, cable, electronic mail, 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.

### **2.2.2.3 Tender Security**

2.2.2.3.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.2.2.3.2 The tender security of **KES. 100,000.00** valid for **365 days** from the date the tender closure.

2.2.2.3.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.2.2.3.7

2.2.2.3.4 The tender security shall be a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.

2.2.2.3.5 Any tender not secured in accordance with paragraph 2.2.2.3.2 and 2.2.2.3.3 shall be rejected by KRA as non-responsive, pursuant to paragraph 2.2.2.3.5

2.2.2.3.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.



2.2.2.3.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant and furnishing the performance security.

2.2.2.3.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance
  - (ii) to furnish performance security

## **2.3 Preparation of Technical Proposal**

2.3.1 The Consultant's proposal shall be written in the English Language.

2.3.2 In preparing the Technical Proposal, consultants 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, consultants must give 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 most of the key professional staff proposed be permanent employees of the firm or have 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 *inter alia*, the profiles of the staff proposed, 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 workplan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff 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 assignments 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, consultants are expected to consider the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). 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), officer 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 ITC specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings or any other easily convertible currency.

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 335 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 Proposal**

2.5.1 Tenders must be submitted to KRA through the supplier portal not later than **26<sup>TH</sup> JANUARY, 2021 at 11:00 AM.** (*The bidder shall submit **technical Proposal** electronically via the supplier portal to **Tech Bid C- Folder** and **financial proposals** submitted electronically via the supplier portal to **Notes and Attachment Folder** within the tendering period.*)

2.5.4 The Bidders to note that the **SEPARATE TECHNICAL AND FINANCIAL** proposal shall be submitted through the **KRA supplier portal**. The bidder shall submit separate technical and financial proposals electronically via the supplier portal in the *bidder shall submit **technical Proposal electronically via the supplier portal to Tech Bid C- Folder and financial proposals submitted electronically via the supplier portal to Notes and Attachment Folder** within the tendering period.*

2.5.5 After the deadline for submission of proposals, the Proposal shall be opened immediately by the opening committee.

## 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/she should do so in writing at the address indicated in the Appendix "ITC". 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 consultant's proposal.

## 2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

CRITERIA	MAXIMUM SCORE/REQUIREMENT
Tender Responsiveness	Mandatory
Vendor Evaluation	Maximum score is <b>65Marks</b> and cut off score is <b>65Marks</b>
Responsiveness to Terms of Reference	Maximum score is <b>Pass</b> and cut off score is <b>Pass</b>
Overall RFP Technical evaluation	The bid evaluation will take into account technical factors in addition to cost factors. The weight for financial evaluation is 20% while the weight for technical evaluation is 80%. Bidders must conform to the specific Technical Requirements.
Financial Evaluation	The evaluation of the responsive bids will take into account technical factors, demonstration of system functionality by bidders in addition to

	<p>financial factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:</p> <p>where: <math>B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)</math></p> <p><math>C</math> = Evaluated Bid Price - as provided on the Financial Proposal Submission Form - Provision of Consultancy Services for Automating Annual Procurement Planning Processes, Related RFP and Contract Management Processes</p> <p><math>C_{low}</math> = the lowest of all Evaluated Bid Prices among responsive bids</p> <p><math>T</math> = the total Technical Score awarded to the bid</p> <p><math>T_{high}</math> = the Technical Score achieved by the bid that was scored highest among all responsive bids</p> <p><math>X</math> = weight for the Price as specified in the BDS (i.e. 0.2)</p> <p>The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award</p>
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

**Evaluation will be done according to the following:**

- A. Mandatory Documents/Tender Responsiveness
- B. Vendor Evaluation
- C. Responsiveness to Terms of Reference
- D. Demonstration of Solution
- E. Financial Evaluation
- F. Post-Qualification Due diligence on technical, legal and financial capacity to perform the contract.

**2.8 Public Opening and Evaluation of Financial Proposal**

2.8.1 After Technical Proposal evaluation, the proposals that will not meet the minimum qualifying mark or considered non-responsive to the RFP and Terms of Reference will not be evaluated further.

- 2.8.2 The evaluation committee will determine whether the financial proposals are complete (i.e. Whether the consultant has costed all the items of the corresponding Technical Proposal and corrected 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.
- 2.8.3 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.
- 2.8.4 KRA will evaluate and compare the proposal which have been determined to be substantially responsive.
- 2.8.5 The tender evaluation committee shall evaluate the tender **within 21 days** from the date of opening the tender unless extended otherwise as provided in the Public Procurement and Assets Disposal Act 2015.
- 2.8.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.8.8 Price variation requests shall be processed by the procuring entity within 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 “ITC”. The aim is to reach an agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (and 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 assurance 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 procuring entity shall 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 Proposal 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 locations specified in Appendix ITC.
- 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 procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderers 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 procuring entity requires 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 procuring entity will 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



**2.13 Performance Security**

2.13.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

2.13.2 **The performance security required will be 10% of the Contract Value.**

## Appendix to Information to Consultants (ITC)

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 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

2.1 The name and address of the Client is:

**KENYA REVENUE AUTHORITY**  
**P.O.BOX 48240-00100,**  
**[TEL:+25420310900](tel:+25420310900)**  
**NAIROBI, KENYA.**

2.1.1 The method of selection is: **COMPETITIVE BIDDING BASED ON QUALITY AND COST**

2.1.2 Technical and Financial Proposals are requested: **YES**  **No**

The name, objectives, and description of the assignment are: **PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL SCM WORKFLOWS**

2.1.3 There is a **[PRE-BID CONFERENCE](#)** for this tender on **15TH JANUARY, 2021**

The name(s), address(es) and telephone numbers of the Client's official(s) are:

**DEPUTY COMMISSIONER,**  
**SUPPLY CHAIN MANAGEMENT**  
**P.O.BOX 48240-00100,**  
**TEL:+254202817022**  
**E-MAIL: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)**

2.1.4 The Client will provide the following inputs:  
 All data statistics and information required for the assignment.  
 Provide office space necessary for the consultant to deliver.

2.1.7 These RFP documents are free if downloaded from the Authority's website at **[www.kra.go.ke/notices/tenders](http://www.kra.go.ke/notices/tenders)** or ***IFMIS Tender Portal***.

2.3.3 (i) Consultants are **ALLOWED** to associate with qualified **other consultants**.

(iii) The minimum required experience of the lead consultant is 5 years as a Lead consultant.

(vi) One alternate professional shall be allowed for each position. The CV of the alternate should be attached.

(vii) The Consultants must be free from any conflict of interest.

(vii) Consulting firms and proposed consultants must not have been blacklisted by international body for any malpractice.

(xi) Training is a specific component of this assignment:

YES  NO

2.4.2 Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.

2.4.3 Consultants shall express the price of their services in **Kenya Shillings** or any other easily **convertible currency**.

2.4.5 The Proposal must remain valid for **335 DAYS** after the closing date.

2.5.3 The proposal submission address is:

**COMMISSIONER GENERAL  
KENYA REVENUE AUTHORITY  
TIMES TOWER BUILDING,  
HAILE, SELASSIE AVENUE  
P.O. BOX 48240-00100,  
[TEL:+25420310900](tel:+25420310900)  
NAIROBI, KENYA.**

**“RFPNO.KRA/HQS/RFP-029/2020 -2021”:**

2.7.1 The minimum technical score required is as shown under Evaluation Criteria.

2.8.5 Alternative formulae for determining the financial scores is the following:  
**NONE**

2.10.2 The assignment is expected to commence immediately after award.

**SECTION III - TECHNICAL PROPOSAL**

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## Notes on the preparation of the Technical Proposals

**3.1** Preparing the technical proposal the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultant's 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** This proposal shall be a **two enveloped system bid** with separate Technical and Financial proposals.

**3.4** The technical proposal shall contain the following:-

- i. Submission letter
- ii. Capability statement
- iii. Particulars of the consultant firm or consultant including Curriculum vitae (CV)
- iv. Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by the procuring entity.
- v. Description of the methodology and workplan/ execution plan for performing the assignment
- vi. Any proposed staff to assist in the assignment.
- vii. Consultancy services activities times' schedule.
- viii. Reference sites for previous similar works- Written and certified References from at least two (2) previous or current clients complete with contact person's name, telephone & email addresses.

### Financial Proposal

- I Price Schedule
- II A filled, signed and Stamped Financial Proposal

### NOTE:

*The bidder shall submit **technical Proposal** electronically via the supplier portal to **Tech Bid C- Folder** and **financial proposals** submitted electronically via the supplier portal to **Notes and Attachment Folder** within the tendering period.*

## EVALUATION CRITERIA

The evaluation of the proposals will be as shown under clause 2.7 evaluation of technical proposals

### 3.5 TENDER EVALUATION CRITERIA

CRITERIA	MAXIMUM SCORE/REQUIREMENT
Tender Responsiveness	Mandatory Requirements
Firm & consultant's Evaluation	Maximum score is <b>65 marks</b> and cut off score is <b>65marks</b>
Responsiveness to Terms of Reference	Maximum score is <b>Pass</b> and cut off score is <b>Pass</b>
Demonstration of Solution - Functional and technology requirements.	<i>The demo evaluation checklist shall be submitted to bidders who will have met the minimum Technical Specifications and passed the technical evaluation</i>
Overall Technical Evaluation	The bid evaluation will take into account technical factors in addition to cost factors. The weight for financial evaluation is 20% while the weight for technical evaluation is prorated to Pass <b>Bidders must conform to the specific Technical Requirements.</b>
Financial Evaluation	<p>The evaluation of the responsive bids will take into account technical factors, demonstration of system functionality by bidders in addition to financial factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:</p> $\text{where: } B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$ <p> <b>C</b> = Evaluated Bid Price - as provided on the Financial Proposal Submission Form - Provision of Consultancy Services for Automating Annual Procurement Planning Processes, Related RFP and Contract Management Processes  <b>C<sub>low</sub></b> = the lowest of all Evaluated Bid Prices among responsive bids  <b>T</b> = the total Technical Score awarded to the bid  <b>T<sub>high</sub></b> = the Technical Score achieved by the bid that was scored highest among all responsive bids  <b>X</b> = weight for the Price as specified in the BDS (i.e. 0.2)         </p> <p>The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.</p>
Post Qualification Evaluation	KRA has an option to make site visits to the bidder's premises to ascertain its capability of delivering the service and/or seek for third party collaboration to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

Award	The responsive proposal with the highest score determined by the procuring entity by combining, for each proposal, in accordance with the procedures and criteria set out in the request for proposals, the scores assigned to the technical and financial proposals where Request for Proposals method is used
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### 3.6 Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non-responsive and shall not be evaluated further.

#### MANDATORY REQUIREMENT

	REQUIREMENTS	Compliance (Yes/No)
1.	Two Bid – Requirement  <b>Technical Proposal</b> - Submitted electronically via the supplier portal to Tech Bid C- Folder.  <b>Financial proposal</b> – Submitted electronically via the supplier portal to Notes and attachment Folder.	
2.	Power of Attorney <sup>1</sup> (except for Sole proprietor)	
3.	Tender Security Kenya Shillings One hundred thousand ( <b>Kshs 100,000.00</b> ) valid for <b>365 days from the date of tender closing</b>	
4.	Attach copy of Registration of Business or Certificate of Incorporation	
5.	Copy of valid Business License / Permit (proof of physical address for international firm)	
6.	Filled, Signed and stamped Confidential Business Questionnaire	
7.	Submit evidence a Valid Tax Compliance Certificate or Exemption if applicable in the country where the firm is registered.	

#### Additional Mandatory requirement

Sr. No.	Eligibility Criteria	Supportive documents
•	The offered DMS & BPM products from the OEM should be in the market for at least last 6 years.	Product Release certificate
•	The OEM of the products offered should have at least SEI CMMI Level 3 certifications.	SEI CMM Level 3 Certificate
•	The proposed software product offered should have been implemented in at least Three (3) organizations.	POs for all mentioned references or letters from customer acknowledging the solution implementation

Sr. No.	Eligibility Criteria	Supportive documents
•	The proposed DMS software should have been implemented in at least 1 organisation with over <b>10 Million documents in the repository.</b>	POs for all mentioned references or letters from customer acknowledging the solution implementation
•	The proposed solution should have the Software product be available on multiple platforms (Windows, UNIX, and LINUX).	Supporting document to this effect should be enclosed
•	The Solution server (software server) should have been built using server-side java and J2EE technologies or equivalent	Software Specifications and Technical Architecture
•	All out of the box specifications complied to by the bidder should be demonstrated during technical evaluation, if sought by the purchaser.	Self-attested certificate
•	All DMS, RMS, Scanning solution, Correspondence Management System and BPM solution proposed should be from a single OEM only.	Provide OEM Certification

### 3.7 VENDOR EVALUATION

#### FIRM AND CONSULTANTS' REQUIREMENTS

	Criteria	Marks	Cut-off Score
1	<p>The consultant should be a professional firm, a joint venture or a consortium with expertise in process automation, process re-engineering, Software development, business solution development and implementation</p> <p>1) The bidder must have undertaken at least one (1) previous assignments of similar nature that were successfully completed for which the consultancy firm / joint venture / lead firm in the consortium was legally contracted as a company or was one of the joint venture partners. Assignments completed by the bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the bidder, or that of the bidder's partners or sub-consultants.</p> <p>2) Additionally, the consultant must clearly show the scope, roles and responsibility of each participant in the case of consortium/ joint ventures (attach evidence of work done and projects including copies of completion certificates)</p> <p><b>(twenty (20) Marks for each complete project with all requirements)</b></p>	20	20
2	The firm(s) must provide a summary of the proposed resources, their areas of specialization and role in the project.	35	35



	Criteria	Marks	Cut-off Score
	<p>1) Provide detailed CVs of at least two (2) key personnel to be involved in this project. In addition, please provide copies of academic testimonials, professional qualification certificates, relevant years of experience and brief details of projects done, and roles played.</p> <p>2) Based on KRA's source systems it is desirable for the lead consultant to have experience in delivery of SAP ERP and process automation projects.</p> <p>3) The consultant must include within their implementation team the following resources each with a minimum five (5)years relevant experience in the implementation of projects in a similar capacity:</p> <p>4) All the proposed resources must be committed to the project for the duration of the contract and any changes to the consultant team must be made with KRA's concurrence</p> <p><b>(i) Solution Architect (7 marks)</b>  <b>(ii) ERP, BPM, CRM expert (7 Marks)</b>  <b>(iii)System / database Administrator (7marks)</b>  <b>(iv)Project Manager (7marks)</b>  <b>(v) System &amp; Process Analyst (7marks)</b></p> <p><b>Five (7) Marks for each resource with all requirements)</b></p>		
3	The consultant must provide a resource schedule for the project duration showing when the proposed resources will be available on site. (10 marks)	10	10
<b>Total</b>		<b>65</b>	<b>65</b>

# 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ *Date*]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services  
for \_\_\_\_\_

\_\_\_\_\_ **PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL  
SCM WORKFLOWS** in accordance with your Request for Proposal dated  
\_\_\_\_\_ [*Date*] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal Submitted  
electronically via the supplier portal to Tech Bid C- Folder and a Financial Proposal Submitted  
electronically via the supplier portal to Notes and attachment Folder.

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

We remain,

Yours sincerely,

\_\_\_\_\_ [*AuthorizedSignature*]:

\_\_\_\_\_ [*NameandTitleofSignatory*]:

\_\_\_\_\_ [*NameofFirm*]:

## 2.FIRM'S REFERENCES

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

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:		Client's 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 (US\$)
Name of Associated Consultants. If any:		Professional staff time
		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; \_\_\_\_\_

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

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Responses/Comments should be given in the same order as contained under Section V (Terms of Reference), using the same sub-headings and numbering:

Background Information

Service Requirements

Proposed Methodology and Tools

Mobilization Period

Reporting

Duration of the Project

Project Plan

Potential Issues/Risks

Terms of Payment

#### 4 DESCRIPTION OF THE METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT

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### 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

#### 1. Technical/ Managerial Staff

Name	Position	Task

#### 2. Support Staff

Name	Position	Task

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_ Date of  
Birth: \_\_\_\_\_

Years with Firm: \_\_\_\_\_

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Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned:

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to task 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 members 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:

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*[Signature of staff member]*

*Date;* \_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member:

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Full name of authorized representative:

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## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_





**(b).CompletionandSubmissionofReports**

Reports	Date
1.InceptionReport	
2. Interim Progress Report (a)First Status Report (b)Second Status Report	
3.DraftReport	
4.FinalReport	

## SECTION IV: - TERMS OF REFERENCE

### PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL SCM WORKFLOWS

#### 1. BACKGROUND AND CONTEXT

The Kenya Revenue Authority (KRA) seeks to automate and integrate all SCM processes with SAP ERP system and incorporate electronic signature.

The processes to be automated include:

- a) Annual Procurement Plan
- b) Request for Procurement
- c) Evaluation reports
- d) Professional opinion
- e) Award and Reward notification
- f) Contract management

The solution should be a software application with workflow, data capture and entry automation capabilities to manage digital records and collaboration between all application departmental users and stakeholders. The solution must have clear capability for *digital document handling (capture/scan)* with clear *digital document Lifecycle management* via multiple process initiation and *approvals via workflows* and *output in process and end process document generation with clear KPI, SLA and process and Business Intelligence (BI) reporting capability*. It should also offer **dashboard reporting and electronic signature**

#### 2. Summary Scope of Work

The objective of this consultancy is to automate and integrate all SCM processes with SAP ERP system whilst ensuring a clear interface or interlink. interface or interlink with all applicable existing business processes and systems:

- Automate Annual Procurement Planning process part of the business budgeting preparation and management: - Main Interface/Interlink covering/capturing all procurement budget items
- Business spend management provide a clear Interface/Interlink/ output into exiting

process and systems as part of this automation scope

- Isupport/ERP: Provide Clear Interface/Interlink/output into exiting process and system as part of this automation scope
  
- Automate all manual post budget approval processes:
  - RFP requirement gathering, review and approval and interface/interlink/output into existing Isupport RFP process
  
  - RFP documentation for bid evaluation committee review, voting, approval, selection, communication/feedback to vendor
  
  - Clear Interface/Interlink/output into/with exiting ERP process for managing spend less than KES 5mil
  
  - Contract Management, documentation and tracking with clear interface/Interlink/output into the exiting ERP contract setup and consumption

This project is aimed at supporting SCM and KRA's strategic objective of automation and process improvement to improve process efficiency.

### **3. AUTOMATIONNEEDS/FUNCTIONALITIES**

#### **i. General capabilities**

The solution should provide for the following key functionalities:

- Automation of APP process via a workflow and digital document management with process and business intelligence (BI) reporting while meeting the specific needs enlisted below
- Support for multi-user, multi-site computing environment
- Accessibility via various devices and online platforms
- Able to link with capability of fully integrating to others existing internal systems and solutions
- Easy user-friendly interface, with ease process and accessing contents/outputs
- Optimized for search and indexed storage
- Facility for data import and export from and to other systems
- Highly scalable and ability to expand the modules in a phased manner

## **ii. Specific EDRMS capabilities**

### **A. Document Scanning and Indexing**

- a. Support quick scanning and indexing of bulk documents.
- b. Support automatic categorization of scanned images as different documents like forms, supporting documents, reports
- c. Allow indexing, quality checks and verification during scanning
- d. Support scanning of multiple pages into batches for auto/manual processing
- e. Generate extensive reports and audit trail

### **B. Mail/Document management**

- a. Support receiving of the incoming mails/documents/Memo
- b. Marking the documents/Memos to the relevant person for action
- c. Allow electronic circulation of record for actioning
- d. Allow tagging of actions and inclusion of sticky notes
- e. Trail a record and alert action officers
- f. Time bound period of action before escalation

### **C. Workflow Process**

- a. Support workflow capabilities.
- b. Allow document editing
- c. Allow digital signing/signature
- d. Output process data/outcome to designed templates for final digital/electronic signature
- e. The system should support authorized users to forward records/documents for approval
- f. Users in the workflow should be able to access the work items in their inbox and process them accordingly.
- g. Support collaborative working on documents/process/requests in a secure environment
- h. Provide a facility to view the complete track sheet and note sheet
- i. Provide a facility for assigning tasks and deadlines for users in a workflow

### **D. Classification & File Planning**

- a. Support the creation, maintenance and adaptation of an electronic file plan
- b. Allow classification and organization of complete and reliable group of records that relate to the same business activity
- c. Allow hierarchical arrangement of the folders
- d. Restrict only to authorized individuals the ability to create, edit, and delete file plan components and their identifiers

### **E. Search and Retrieval of e-records**

- a. The system should provide flexible and extensive facilities for searching electronic records
- b. System should have basic and advanced searching capabilities
- c. Support saving of search queries and results
- d. Support a facility to export search results to other applications e.g. Excel
- e. Should not return searches of a result a user is not allowed to view.

### **F. Document/Records Viewing**

- a. The system should provide a facility for putting text, graphic and image annotations on document pages
- b. Support automatic stamping of annotations with user ID, date and time
- c. Provide facilities for users to enter remarks/comments and secure notes on the documents/outputs while stamping their user ID, date and time.

- d. The secured notes shall only be visible to authorized users.
- e. Store the image annotations as a separate file and the original should remain unaltered.
- f. Ensure that electronic files have the same feel and look as the physical file.
- g. Provide facilities for locking documents/records for editing

**G. Access & Security of e-records**

- a. Support a secure login ID for each users and store passwords in encrypted format
- b. Support access restrictions records and data
- c. Support privileges like create/modify/delete users, define indexes/metadata
- d. Control editing of record/ file content to protect integrity and authenticity
- e. Control change of the content of the electronic record & the metadata of the electronic records (except where specified)
- f. Restrict users to certain functions within the system.
- g. Provide logs for user activity
- h. Allow secure transfer of data

**J. Audit trail**

- a. Provide an audit trial on action with stamping user ID, date and date.
- b. Ensure that the audit trails remain unalterable

**K. Reporting**

- a. Should have inbuilt reporting capabilities and support reporting tools for the provision BI reports
- b. Support KPI and SLA reporting
- c. Must support specific document output to predefined formats
- d. Must support or have capability for adhoc reporting
- e. Dash board reporting

**L. Back up and disaster recovery**

- a. Provide facilities that support secure storage of data and disaster recovery
- b. Provide automated backup and recovery procedures that allow for regular backup of all or selected files, documents, metadata and administrative attributes of the solution repository.
- c. Maintain full integrity of the data after there store
- d. Capability to integrate with third party back up solutions.
- e. Specify recommended backup and other disaster recovery procedures for the system

**iii. Other Technical specifications compliance matrix**

<b>4.</b>	<b>Document Management System</b>
	<b>Document Scanning Features</b>

1	Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM so as to provide an integrated solution right from capture to archival of documents
2	The scanning solution should have the capability to capture the document through mobile devices.
3	The mobile based document capture application and scanning solution should be from the same OEM.
4	Should have a well-defined capture module for support of document processing, validation, index building, and image enhancements.
5	Should be able to support the capture of digital records of at least the following formats: <ul style="list-style-type: none"> <li>· Emails and attachments</li> <li>· OCR documents</li> <li>· Images - .tiff, jpeg, gif, PDF etc.</li> </ul>
6	The proposed solution should provide for automatic correction of parameters like format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning. The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which can be used to audit scanned documents for resolution, format/ compression, orientation etc.
7	Support all the special image enhancement functionality offered by the scanner through the driver interface.
8	Solution shall support Bulk Import of image and electronic documents
9	Should have capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page and auto Form recognition
10	Should have the capability of scanning on Linux platform.
11	Provide Image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc and other imaging features like compression and extraction etc.
12	The software solution should include the Rubber band feature for the extraction of the data using OCR technology so that user can mark a zone on image at runtime during scanning stage & map the extracted data with the indexing field.



13	The mobile capture should support image compression, B/w conversion from color images, G4 compression for B&W, JPEG for color and gray scale, multiple page document capture, auto cropping, auto orientation, perspective correction, noise removal and geo capture
<b>Architecture &amp; Scalability</b>	
1	System should be platform independent and should support both Linux and Windows for application server
2	Solution should have been built using server side java and J2EE technologies.
3	Solution should be multi-tier, web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server with support for clustering
4	The system should store only index information in database while images should be stored in separate file server.
5	Solution should be compliant to ODMA, WebDav open source standards.
<b>Archival of Electronic documents</b>	
1	The System shall support categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder. The system shall support multiple databases i.e. MS SQL, Oracle and Postgre SQL.
2	The System shall provide facility to link cross-related documents like Application form and Field report, Grievance and reply sent etc.
3	The system shall provide search facility to in the same interface, so that users are able to search the documents to be linked
4	The system shall support versioning of documents with facility to write version comments
5	The system shall allow Locking of documents for editing and importing it back into the system through check-in/Check-out features
6	Repository should be format agnostic.
7	System should support configuration of verification processes for different business types. It should be able to handle multi-user environment for processing files related to different business types. While processing a file, all the data and images for each transaction should be displayed to processing users and processing users should be

	allowed to accept, reject or send the files for review
	<b>Document View</b>
1	The System shall support inbuilt viewer for viewing Image documents- No third party viewers should be there for viewing of scanned images. Please specify if third party viewer are used and the licensing terms together with cost implication
2	Even for multi-page document. The download and view should be page by page. System should include mobile app for accessing documents.
3	The system 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.
4	Support archival & view of PDF/A format documents (open ISO standard for long term archival of documents)
5	Document view shall have the provision to draw a line, insert arrows etc over image document.
6	The system should support viewing and rendering of PDF/A documents in inbuilt viewer.
7	Document view shall have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.
8	The System shall support for viewing documents in native application.
9	The system shall provide facility of putting text, graphic and image annotations on scanned document pages.
10	The system should have mobile application for retrieval and archiving of documents
	<b>Annotations</b>
1	The Image viewer shall support comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.
2	The system shall support automatic stamping of annotations with user name, date and time of putting annotations.
3	The system shall provide facility for securing annotations for selective users.
4	The system shall store annotations as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations

	<b>Indexing</b>
1	The System shall provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.
2	The system shall facilitate manual and automatic indexing using OCR functionality or from other applications
3	The System shall support Automatic full text indexing for Text search.
	<b>Search and Retrieval</b>
1	The system shall provide extensive search facility to retrieve documents or Folders/Files
2	The system shall support saving of search queries and search results
3	The system 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.
	<b>Security &amp; User Management</b>
1	The Document management system shall support definition of Users, Groups and Roles relation in the system
2	The system shall support access permissions on Folders, documents and object level
3	The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).
4	System shall support for application based rights
5	The system shall support system privileges like Create/Delete Users, Define indexes etc.
6	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database
7	The system shall have a facility to define password policy with extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.
8	The system shall provide LDAP support for integrating with directory services and shall support single sign on
9	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

10	The System shall support integration with database-based authentication.
11	The system shall support integration with PKI infrastructure as well as bio-metric solution for enhanced security.
	<b>Administration</b>
1	The system shall support web-based administration module for the complete management of system.
2	The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries
3	The Admin module shall provide easy to use interface for Index structure definition that can be used by different users.
4	The Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.
5	The Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.
	<b>Reports and Audit Trails Features</b>
1	The System shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports
2	The system shall support Extensive Audit-trails at user, Folder and Cabinet levels
3	The system shall provide facility to generate Audit trails on separate actions, and between specific date/times
4	The system shall support extensive reporting facility at document, folder and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for new Custom reports to be designed
5	The System shall have audit trail to maintain history of all transactions performed on the system.
6	The system shall give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.
7	The application shall log all the actions done by individual users with user name, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.

	<b>Reminders and Alarms</b>
1	The system should have the capability to set automatic reminders and alarms to concerned users.
	<b>Integration and Web Services</b>
1	Should be based on open standards and have API support for data import & export.
2	The System shall provide support to invocation of external programs to perform activities of a process like legacy application screen for data entry.
3	The System shall support integration based on standards such as XML
4	The System shall support message-based collaboration based on protocols such as HTTP, FTP and SMTP.
5	The System shall support integration with Email Servers.
6	The System shall provide fully functional APIs for Integration.
7	The System shall support Web based interfaces.
	<b>BUSINESS PROCESS MANAGEMENT SYSTEM (WORKFLOW ENGINE)</b>
1	The system shall facilitate re-engineering of processes and act as a platform for building specific application and have a workflow engine to support different types of document routing mechanism including: <b>Sequential routing</b> -Tasks are to be performed one after the other in a sequence <b>Parallel routing</b> - Tasks can be performed in parallel by splitting the tasks among multiple users and then merging as single composite work item. The system shall support conditional merging of multiple parallel activities i.e. Response from mandatory parallel work stages before it can be forwarded to next stage <b>Rule based routing</b> - One or another task is to be performed, depending on predefined rules <b>Ad-hoc routing</b> - Changing the routing sequence by authorized personnel
2	Compliance to workflow standards: BPMN, BPEL and WFMC. It should feature in latest Gartner BPM MQ.
3	Support for registering and configuring third party applications in portlet like view.
	<b>1. Process Designing</b>
	<b>a. Graphical Route Designer</b>

1	The workflow management system shall support Inbuilt Graphical workflow designer for modeling complex Business Processes using drag and drop facilities.
2	The Process designer shall provide intuitive interface for designing complex rules and conditions for workflow routing.
3	The interface shall be easy to use so that Process owners can change the business process as and when required without any programming knowledge.
4	The system shall enable process designers to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per mapping defined in the route.
5	The workflow management system development environment shall provide easy navigation to choose sub-processes as required to be invoked from within a process.
6	Facility to copy and paste work stages along with all its properties.
7	Facility to define documents viewed and to be attached at individual stages.
8	The Process designer shall support multiple Introduction stages for introducing different document types from different acquisition sources
9	Facility to define multiple archive stages for archive selected documents and indexes in underlying Document management system at any stage of workflow process.
10	The system shall provide facility to define hold stages so that a particular instance or the workflow can be kept on hold for specified interval on the basis of pre-defined condition. The system shall also provide facility to define conditions for resuming the instance from hold stage.
11	The system shall allow process designers to design properties for each work stage like default document view, form view or Exception view etc.
12	The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger on the basis of pre-defined conditions or setting up particular variable or property etc.
13	The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.
14	Support for creating adhoc tasks at runtime and assigning to users
	<b>b. Inbuilt Form Designer</b>
1	The system shall provide inbuilt facility to design Custom forms that can be attached at

	one or more stages of workflow.
2	The Form designer interface shall support facility to define text boxes, Combo boxes, radio buttons, Drop down etc.
3	The system shall provide facility to define variables in the process or in external database tables, which can be linked to fields defined in the form for efficient data entry.
4	The system shall provide facility to define zones at forms and images, so that relevant part of the image is highlighted for Image assisted data entry.
5	The system shall support field level calculations at form level
6	Facility to use scripts for defining field level validations
	<b>c. Inbuilt Exceptions</b>
1	The system shall provide facility to define exceptions at individual stages, which shall dynamically change the route on execution.
2	The system shall facility to give rights to raise and clear exceptions at different stages of the process with user comments.
3	The system should have inbuilt Rule Engine for defining rules.
4	Facility to raise triggers on the basis of exceptions.
5	Facility to raise automatic exceptions on the basis of pre-defined conditions.
6	The system shall track all the exceptions raised in the course of process and shall maintain history of that with user name, date, time and comments.
7	The system shall clearly differentiate process instances with and without exception
	<b>d. Inbuilt Triggers</b>
1	The system shall provide facility to define custom triggers like Emails, Word template or launching executable etc. on predefined conditions
2	The system shall provide facility to define custom templates for the triggers with static and dynamic data.
3	The system shall provide facility to generate event based triggers for automatically sending mails/ fax, generating responses, invoking data form for data entry, communicating from external systems.

4	The workflow management system shall have email notification to user when the user is not logged on to the workflow management system. Upon receiving the email, the user shall be able to click on the URL in the email to automatically launch the Workflow management system and present the user with the task to act on.
<b>2. Process Monitoring and Reporting</b>	
1	The workflow management system shall be able to keep track of the work item status, the date/time the jobs are started and ended, the creation and archival date of the documents.
2	The workflow management system shall provide graphical and tabular tools to view progress of each individual process
3	System shall provide a facility to configure dashboard for individuals for e.g. dashboard for director, dashboard for secretary, dash board for Additional director etc
4	No customization should be required to create dashboard, User should be able to configure dashboard without any coding.
5	There should not be any limit on the number of reports that can be created
6	User shall be able to drill down in a report for specific information analysis
7	The workflow management system shall support the generation of statistical and management reports like: <ul style="list-style-type: none"> <li>• Number of pending files</li> <li>• Time taken to complete each task</li> <li>• Process History Report</li> <li>• User Performance Report</li> <li>• Average Process Time Report</li> <li>• Participant Report</li> <li>• Participant Processing Time Report</li> <li>• Process Definition Summary Report</li> <li>• Exception Details Report</li> <li>• Expired Workitem Report</li> <li>• Diversion Report</li> </ul>
8	The workflow management system shall support the generation of performance comparison reports.
9	The workflow management system shall support users drill down from a higher level view of business processes to lower level details.
10	The workflow management system shall support statistical reports like Total turnaround



	time and delay report for complete process or specific work stages
11	The workflow management system shall support definition of new customized reports based on exposed data points.
12	The workflow management system shall also provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface
13	The system should include administration module to configure the user, groups, queue related to a process. The system should allow user to set their display settings according to the individual preferences and company policies. Users can customize their themes, resize components, and configure single /multi-column views. It should have navigation container to display the list of all component instances associated with the view of a user.
	<b>3. User Management and Security</b>
1	The workflow management system shall support integration with Lightweight Directory Access Protocol (LDAP) for domain level authentication and single sign on.
2	The workflow management system shall support integration with database-based authentication.
3	The workflow management system shall be capable of giving access rights to users/groups on work stages, documents, forms and also to the data fields.
4	The workflow management system shall support extensive password validations i.e locking of user account after specified number of unsuccessful login attempts, password history, password expiry, passwords must be alphanumeric and of minimum character length etc.
5	The workflow management system shall support SSL, HTTPS and session timeouts.

	<b>General Compliance</b>
1	The system should be platform independent and should support both Linux and Windows platform. It should support both these platforms with or without virtualization.
2	The system shall support separate Document/Image server for better management of documents and store only metadata information in database.

3	Support open, scalable, Multi-tier architecture with each tier fully independent with support for clustering.
4	Compliance to workflow standards: BPMN, BPEL and WFMC.
5	Inter-operability - The systems must seamlessly integrate with any or all of the existing legacy and Core applications and shall support interface with other open-standard systems.
6	The system shall support multiple databases i.e. MS SQL, Oracle and PostgreSQL
7	DMS, Workflow , Correspondence Management and Scanning component should be from a single OEM only.

#### **4. CONSULTANCY OUTPUTS**

The project outputs will be:

1. A fully functional and robust workflow enabled solution to deliver all outcome in the scope as per the specifications, tested and deployed for use
2. Linkages/Outputs provided as per SCM/KRA needs as specified in the TOR
3. Applicable KRA trained on both the system usage and administration
4. Smart tutorial and usage guide developed and deployed
5. Clear support maintenance support defined, agreed with KRA and implemented

#### **5. TIMELINES**

The assignment should take no more than 6 months from contract signing to fully deliver

#### **6. MANAGEMENT**

The consultant will be directly supervised by Kenya School of Revenue Administration (KESRA), with relevant technical advice, inputs and support provided by the project steering committee. Project plan with clear deliverables shall be prepared and presented by the consultant, the project to commence upon adoption of the plan by the steering committee with a clear progress and status reporting approach.

#### **7. QUALIFICATIONS AND EXPERIENCE**

- This assignment is open to reputable firms/consultants with capacity and track record for deploying similar robust solutions. It will be necessary for consultants to provide the relevant competency credentials and list of clients currently using similar solutions.

- The bidding firms/ consultants will have to show their in-house capacity to provide the service by showcasing the personnel that will be attached to the project from start to end and the roles they will play.

Sr. No.	Eligibility Criteria	Supportive documents
•	The offered DMS & BPM products from the OEM should be in the market for at least last 6 years.	Product Release certificate
•	The OEM of the products offered should have at least SEI CMMI Level 3 certifications.	SEI CMM Level 3 Certificate
•	The proposed software product offered should have been implemented in at least Three (3) organizations.	POs for all mentioned references or letters from customer acknowledging the solution implementation
•	The proposed DMS software should have been implemented in at least 1 organisation with over <b>10 Million documents in the repository.</b>	POs for all mentioned references or letters from customer acknowledging the solution implementation
•	The proposed solution should have the Software product be available on multiple platforms (Windows, UNIX, and LINUX).	Supporting document to this effect should be enclosed
•	The Solution server (software server) should have been built using server-side java and J2EE technologies or equivalent	Software Specifications and Technical Architecture
•	All out of the box specifications complied to by the bidder should be demonstrated during technical evaluation, if sought by the purchaser.	Self-attested certificate
•	All DMS, RMS, Scanning solution, Correspondence Management System and BPM solution proposed should be from a single OEM only.	Provide OEM Certification

## **8. TERMS OF PAYMENT**

The payment terms will be agreed on between Kenya School of Revenue Administration (KESRA) and the selected firm/consultant upon selection.

## Responsiveness to Terms of Reference

### Clause-by-Clause Evaluation Criteria on the response to Terms of Reference

1. Bidders Must demonstrate how the proposed solution will meet the specific requirements.
2. The bidder is required to fill all the tables under bidder's response or use their format to respond.
3. The bidder MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, understood and will comply, compliant etc will be considered non-responsive.
4. The bidder MUST append official company stamp and/or authorized signature on all attached technical data sheets.

### Clause by Clause Specifications Evaluation on Terms of Reference

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
1	General capabilities	a) Automation of APP process via a workflow and digital document management with process and business intelligence (BI) reporting while meeting the specific needs enlisted below		
		b) Support for multi-user, multi-site computing environment		
		c) Accessibility via various devices and online platforms		
		d) Able to link with capability of fully integrating to others existing internal systems and solutions		
		e) Easy user-friendly interface, with ease process and accessing contents/outputs		
		f) Optimized for search and indexed storage		
		g) Facility for data import and export from and to other systems		
		h) Highly scalable and ability		

		to expand the modules in a phased manner		
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**Specific EDRMS capabilities**

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
A	<b>Document Scanning and Indexing</b>	a) Support quick scanning and indexing of bulk documents		
		b) Support automatic categorization of scanned images as different documents like forms, supporting documents, reports		
		c) Allow indexing, quality checks and verification during scanning		
		d) Support scanning of multiple pages into batches for auto/manual processing		
		e) Generate extensive reports and audit trail		
B	<b>Mail/Document management</b>	a) Support receiving of the incoming mails/documents/Memo		
		b) Marking the documents/Memos to the relevant person for action		
		c) Allow electronic circulation of record for actioning		
		d) Allow tagging of actions and inclusion of sticky notes		
		e) Trail a record and alert action officers		
		f) Time bound period of action before escalation		
C	<b>Workflow Process</b>	a) Support workflow capabilities.		
		b) Allow document editing		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
		c) Allow digital signing/signature		
		d) Output process data/outcome to designed templates for final digital/electronic signature		
		e) The system should support authorized users to forward records/documents for approval		
		f) Users in the workflow should be able to access the work items in their inbox and process them accordingly.		
		g) Support collaborative working on documents/process/requests in a secure environment		
		h) Provide a facility to view the complete track sheet and note sheet		
		i) Provide a facility for assigning tasks and deadlines for users in a workflow		
D	<b>Classification &amp; FilePlanning</b>	a) Support the creation, maintenance and adaptation of an electronic file plan		
		b) Allow classification and organization of complete and reliable group of records that relate to the same business activity		
		c) Allow hierarchical arrangement of the folders		
		d) Restrict only to authorized individuals the ability to create, edit, and delete file plan components and their identifiers		
E	<b>Search and Retrieval ofe-records</b>	a) The system should provide flexible and extensive facilities for		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
		searching electronic records		
		b) System should have basic and advanced searching capabilities		
		c) Support saving of search queries and results		
		d) Support a facility to export search results to other applications e.g. Excel		
		e) Should not return searches of a result a user is not allowed to view.		
F	<b>Document/Records Viewing</b>	a) The system should provide a facility for putting text, graphic and image annotations on document pages		
		b) Support automatic stamping of annotations with user ID, date and time		
		c) Provide facilities for users to enter remarks/comments and secure notes on the documents/outputs while stamping their user ID, date and time.		
		d) The secured notes shall only be visible to authorized users.		
		e) Store the image annotations as a separate file and the original should remain unaltered.		
		f) Ensure that electronic files have the same feel and look as the physical file.		
		g) Provide facilities for locking documents/records for editing		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
G	<b>Access &amp; Security of records</b>	a) Support a secure login ID for each users and store passwords in encrypted format		
		b) Support access restrictions records and data		
		c) Support privileges like create/modify/delete users, define indexes/metadata		
		d) Control editing of record/ file content to protect integrity and authenticity		
		e) Control change of the content of the electronic record & the metadata of the electronic records (except where specified)		
		f) Restrict users to certain functions within the system		
		g) Provide logs for user activity		
		h) Allow secure transfer of data		
J	<b>Audit trail</b>	a) Provide an audit trail on action with stamping user ID, date and date.		
		b) Ensure that the audit trails remain unalterable		
K	<b>Reporting</b>	a) Should have inbuilt reporting capabilities and support reporting tools for the provision BI reports		
		b) Support KPI and SLA reporting		
		c) Must support specific document output to predefined formats		
		d) Must support or have capability for adhoc reporting		



No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
L	<b>Back up and disasterrecovery</b>	a) Provide facilities that support secure storage of data and disaster recovery		
		b) Provide automated backup and recovery procedures that allow for regular backup of all or selected files, documents, metadata and administrative attributes of the solution repository.		
		c) Maintain full integrity of the data after there store		
		d) Capability to integrate with third party back up solutions.		
		e) Specify recommended backup and other disaster recovery procedures for the system		

**Other Technical specifications compliance matrix**

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
A	<b>Document Scanning Features</b>	a) Should provide an integrated scanning engine with capability for centralized and decentralized Scanning & Document Capturing. The scanning and document management solution should be from same OEM so as to provide an integrated solution right from capture to archival of documents		
		b) The scanning solution should have the capability to capture the document through mobile devices.		
		c) The mobile based		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		document capture application and scanning solution should be from the same OEM.		
		d) Should have a well-defined capture module for support of document processing, validation, index building, and image enhancements.		
		e) Should be able to support the capture of digital records of at least the following formats: · Emails and attachments · OCR documents · Images - .tiff, jpeg, gif, PDF etc.		
		f) The proposed solution should provide for automatic correction of parameters like format/compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning. The scanning solution should provide support for automatic document quality analysis so that any bad quality document doesn't get uploaded to the repository. There should be an independent software quality check service available as part of overall scanning solution which can be used to audit scanned documents for resolution, format/compression, orientation etc.		
		g) Support all the special image enhancement functionality offered by the scanner through the driver interface.		
		h) Solution shall support Bulk Import of image and electronic documents		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		i) Should have capability of automatic segregation of documents/records based on Barcode, Blank page, Fixed page and auto Form recognition		
		j) Should have the capability of scanning on Linux platform.		
		k) Provide Image processing libraries that support image enhancements such as changing contrast, zoom in/out, cleaning etc and other imaging features like compression and extraction etc.		
		l) The software solution should include the Rubber band feature for the extraction of the data using OCR technology so that user can mark a zone on image at runtime during scanning stage & map the extracted data with the indexing field.		
		m) The mobile capture should support image compression, B/w conversion from color images, G4 compression for B&W, JPEG for color and gray scale, multiple page document capture, auto cropping, auto orientation, perspective correction, noise removal and geo capture		
B	<b>Architecture &amp; Scalability</b>	a) System should be platform independent and should support both Linux and Windows for application server		
		b) Solution should have been built using server side java and J2EE technologies.		
		c) Solution should be multi-tier, web-based solution (having web-based front-end for users and as well as for system administrative functions) having centralized database, web and application server with support for clustering		
		d) The system should store only index information in database while images should be stored in separate file		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		server.		
		e) Solution should be compliant to ODMA, WebDav open source standards.		
C	<b>Archival of Electronic documents</b>	a) The System shall support categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder. The system shall support multiple databases i.e. MS SQL, Oracle and PostgreSQL.		
		b) The System shall provide facility to link cross-related documents like Application form and Field report, Grievance and reply sent etc.		
		c) The system shall provide search facility to in the same interface, so that users are able to search the documents to be linked		
		d) The system shall support versioning of documents with facility to write version comments		
		e) The system shall allow Locking of documents for editing and importing it back into the system through check-in/Check-out features		
		f) Repository should be format agnostic.		
		g) System should support configuration of verification processes for different business types. It should be able to handle multi-user environment for processing files related to different business types. While processing a file, all the data and images for each transaction should be displayed to processing users and processing users should be allowed to accept, reject or send the files for review		
D	<b>Document view</b>	a) The System shall support inbuilt viewer for viewing Image documents- No third party viewers should be there for viewing of scanned images. Please specify if third party viewer are used and the licensing terms together with		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		cost implication		
		b) Even for multi-page document. The download and view should be page by page. System should include mobile app for accessing documents.		
		c) The system 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.		
		d) Support archival & view of PDF/A format documents (open ISO standard for long term archival of documents)		
		e) Document view shall have the provision to draw a line, insert arrows etc over image document.		
		f) The system should support viewing and rendering of PDF/A documents in inbuilt viewer.		
		g) Document view shall have the provision to highlight or hide certain text by drawing line rectangle and solid rectangle.		
		h) The System shall support for viewing documents in native application.		
		i) The system shall provide facility of putting text, graphic and image annotations on scanned document pages.		
		j) The system should have mobile application for retrieval and archiving of documents		
E	<b>Annotations</b>	a) The Image viewer shall support comprehensive annotation features like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.		
		b) The system shall support automatic stamping of annotations with user name, date and time of putting annotations.		
		c) The system shall provide facility for securing annotations for selective users.		
		d) The system shall store annotations		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations		
F	<b>Indexing</b>	a) The System shall provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.		
		b) The system shall facilitate manual and automatic indexing using OCR functionality or from other applications		
		c) The System shall support Automatic full text indexing for Text search.		
G	<b>Search and retrieval</b>	a) The system shall provide extensive search facility to retrieve documents or Folders/Files		
		b) The system shall support saving of search queries and search results		
		c) The system 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.		
H	<b>Audit trail</b>	a) The Document management system shall support definition of Users, Groups and Roles relation in the system		
		b) The system shall support access permissions on Folders, documents and object level		
		c) The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).		
		d) System shall support for application based rights		
		e) The system shall support system privileges like Create/Delete Users, Define indexes etc.		
		f) The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database		
		g) The system shall have a facility to define password policy with extensive password validations like passwords		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		<p>must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.</p>		
		<p>h) The system shall provide LDAP support for integrating with directory services and shall support single sign on</p>		
		<p>i) 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</p>		
		<p>j) The System shall support integration with database-based authentication.</p>		
		<p>k) The system shall support integration with PKI infrastructure as well as bio-metric solution for enhanced security.</p>		
I	<b>Administration</b>	<p>a) The system shall support web-based administration module for the complete management of system.</p>		
		<p>b) The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries</p>		
		<p>c) The Admin module shall provide easy to use interface for Index structure definition that can be used by different users.</p>		
		<p>d) The Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.</p>		
		<p>e) The Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.</p>		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
J	<b>Reports and Audit Trails Features</b>	a) The System shall support extensive Reports and audit trails and shall also provide data points and facility to design new reports		
		b) The system shall support Extensive Audit-trails at user, Folder and Cabinet levels		
		c) The system shall provide facility to generate Audit trails on separate actions, and between specific date/times		
		d) The system shall support extensive reporting facility at document, folder and user level. Please specify all inbuilt reports available in the system and also provide effort estimates for new Custom reports to be designed		
		e) The System shall have audit trail to maintain history of all transactions performed on the system.		
		f) The system shall give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.		
		g) The application shall log all the actions done by individual users with user name, date and time and the administrator shall be able to generate detailed audit logs and history of the process instance.		
K	<b>Reminders and Alarms</b>	a) The system should have the capability to set automatic reminders and alarms to concerned users.		
L	<b>Reports and Audit Trails Features</b>	a) Should be based on open standards and have API support for data import & export.		
		b) The System shall provide support to invocation of external programs to perform activities of a process like legacy application screen for data entry.		
		c) The System shall support integration based on standards such as XML		
		d) The System shall support message-based collaboration		



No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		based on protocols such as HTTP, FTP and SMTP.		
		e) The System shall support integration with Email Servers.		
		f) The System shall provide fully functional APIs for Integration.		
		g) The System shall support Web based interfaces.		
<b>BUSINESS PROCESS MANAGEMENT SYSTEM (WORKFLOW ENGINE)</b>				
<p>1. The system shall facilitate re-engineering of processes and act as a platform for building specific application and have a workflow engine to support different types of document routing mechanism including:</p> <p><b>Sequential routing</b> -Tasks are to be performed one after the other in a sequence</p> <p><b>Parallel routing</b> - Tasks can be performed in parallel by splitting the tasks among multiple users and then merging as single composite work item. The system shall support conditional merging of multiple parallel activities i.e. Response from mandatory parallel work stages before it can be forwarded to next stage</p> <p><b>Rule based routing</b> - One or another task is to be performed, depending on predefined rules</p> <p><b>Ad-hoc routing</b> - Changing the routing sequence by authorized personnel</p> <p>2. Compliance to workflow standards: BPMN, BPEL and WFMC. It should feature in latest Gartner BPM MQ</p> <p>3. Support for registering and configuring third party applications in portlet like view.</p>				
No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Process Designing:</b>				
A	<b>Graphical Route Designer</b>	a) The workflow management system shall support Inbuilt Graphical workflow designer for modelling complex Business Processes using drag and drop facilities.		
		b) The Process designer shall provide intuitive interface for designing complex rules and conditions for workflow routing.		
		c) The interface shall be easy to use so that Process owners can change the business process as and when required without any programming knowledge.		
		d) The system shall enable		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		<p>process designers to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per mapping defined in the route.</p>		
		<p>e) The workflow management system development environment shall provide easy navigation to choose sub-processes as required to be invoked from within a process.</p>		
		<p>f) Facility to copy and paste work stages along with all its properties.</p>		
		<p>g) Facility to define documents viewed and to be attached at individual stages.</p>		
		<p>h) The Process designer shall support multiple Introduction stages for introducing different document types from different acquisition sources</p>		
		<p>i) Facility to define multiple archive stages for archive selected documents and indexes in underlying Document management system at any stage of workflow process.</p>		
		<p>j) The system shall provide facility to define hold stages so that a particular instance or the workflow can be kept on hold for specified interval on the basis of pre-defined</p>		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		condition. The system shall also provide facility to define conditions for resuming the instance from hold stage.		
		k) The system shall allow process designers to design properties for each work stage like default document view, form view or Exception view etc.		
		l) The system shall allow users to define entry-level settings like Increase of priority or sending an email trigger on the basis of pre-defined conditions or setting up particular variable or property etc.		
		m) The workflow management system shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.		
		n) Support for creating adhoc tasks at runtime and assigning to users		
B	<b>Inbuilt Form Designer</b>	a) The system shall provide inbuilt facility to design Custom forms that can be attached at one or more stages of workflow.		
		b) The Form designer interface shall support facility to define text boxes, Combo boxes, radio buttons, Drop down etc.		
		c) The system shall provide facility to define variables in the process or in external database tables, which can be linked to fields defined in the form for efficient data entry.		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		d) The system shall provide facility to define zones at forms and images, so that relevant part of the image is highlighted for Image assisted data entry.		
		e) The system shall support field level calculations at form level		
		f) Facility to use scripts for defining field level validations		
<b>C</b>	<b>Inbuilt Exceptions</b>	a) The system shall provide facility to define exceptions at individual stages, which shall dynamically change the route on execution.		
		b) The system shall facility to give rights to raise and clear exceptions at different stages of the process with user comments.		
		c) The system should have inbuilt Rule Engine for defining rules.		
		d) Facility to raise triggers on the basis of exceptions.		
		e) Facility to raise automatic exceptions on the basis of pre-defined conditions.		
		f) The system shall track all the exceptions raised in the course of process and shall maintain history of that with user name, date, time and comments.		
		g) The system shall clearly differentiate process instances with and without exception		
<b>D.</b>	<b>Inbuilt Triggers</b>	a) The system shall provide facility to define custom triggers like Emails, Word template or launching executable etc. on predefined conditions		
		b) The system shall provide facility to define custom templates for the triggers with static and dynamic		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		data.		
		c) The system shall provide facility to generate event based triggers for automatically sending mails/ fax, generating responses, invoking data form for data entry, communicating from external systems.		
		d) The workflow management system shall have email notification to user when the user is not logged on to the workflow management system. Upon receiving the email, the user shall be able to click on the URL in the email to automatically launch the Workflow management system and present the user with the task to act on.		
No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
		<b>Process Monitoring and Reporting:</b>		
A	<b>Process Monitoring and Reporting</b>	a) The workflow management system shall be able to keep track of the workitem status, the date/time the jobs are started and ended, the creation and archival date of the documents.		
		b) The workflow management system shall provide graphical and tabular tools to view progress of each individual process		
		c) System shall provide a facility to configure dashboard for individuals for e.g. dashboard for director, dashboard for secretary, dash board for Additional director etc		
		d) No customization should		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		be required to create dashboard, User should be able to configure dashboard without any coding.		
		e) There should not be any limit on the number of reports that can be created		
		f) User shall be able to drill down in a report for specific information analysis		
		g) The workflow management system shall support the generation of statistical and management reports like: <ul style="list-style-type: none"> <li>• Number of pending files</li> <li>• Time taken to complete each task</li> <li>• Process History Report</li> <li>• User Performance Report</li> <li>• Average Process Time Report</li> <li>• Participant Report</li> <li>• Participant Processing Time Report</li> <li>• Process Definition Summary Report</li> <li>• Exception Details Report</li> <li>• Expired Workitem Report</li> <li>• Diversion Report</li> </ul>		
		h) The workflow management system shall support the generation of performance comparison reports.		
		i) The workflow management system shall support users drill down from a higher level view of		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
<b>Document Management System:</b>				
		business processes to lower level details.		
		j) The workflow management system shall support statistical reports like Total turnaround time and delay report for complete process or specific work stages		
		k) The workflow management system shall support definition of new customized reports based on exposed data points.		
		l) The workflow management system shall also provide dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface		
		m) The system should include administration module to configure the user, groups, queue related to a process. The system should allow user to set their display settings according to the individual preferences and company policies. Users can customize their themes, resize components, and configure single /multi-column views. It should have navigation container to display the list of all component instances associated with the view of a user.		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
		<b>User Management and Security</b>		
A	<b>User Management and Security</b>	a) The workflow management system shall support integration with Lightweight Directory Access Protocol (LDAP) for domain level authentication and single sign on.		
		b) The workflow management system shall support integration with database-based authentication.		
		c) The workflow management system shall be capable of giving access rights to users/groups on work stages, documents, forms and also to the data fields.		
		d) The workflow management system shall support extensive password validations i.e locking of user account after specified number of unsuccessful login attempts, password history, password expiry, passwords must be alphanumeric and of minimum character length etc.		
		e) The workflow management system shall support SSL, HTTPS and session timeouts.		

No.	General Requirement	Specific Requirement	Bidders Response	Pass / Fail
		<b>General Compliance:</b>		
A	<b>General Compliance</b>	a) The system should be platform independent and should support both Linux and Windows platform. It should support both these platforms with or without virtualization.		
		b) The system shall support separate Document/Image server for better management of documents		



		and store only metadata information in database.		
		c) Support open, scalable, Multi-tier architecture with each tier fully independent with support for clustering.		
		d) Compliance to workflow standards: BPMN, BPEL and WFMC.		
		e) Inter-operability - The systems must seamlessly integrate with any or all of the existing legacy and Core applications and shall support interface with other open-standard systems.		
		f) The system shall support multiple databases i.e. MS SQL, Oracle and PostgreSQL		
		g) DMS, Workflow , Correspondence Management and Scanning component should be from a single OEM only.		

## OVERALL TENDER EVALUATION CRITERIA

The tender evaluation criteria are weighted as follows;-

Criteria	Maximum Score	Cut-Off score
Tender Responsiveness	<b>Mandatory</b>	
Firm & Consultant's evaluation	<b>65</b>	<b>65</b>
Responsiveness to Terms of Reference	<b>Pass</b>	<b>Pass</b>
<b>Demonstration of Solution - <i>Functional and technology requirements.</i></b> <i>The demo evaluation checklist shall be submitted to bidders who will have met the minimum Technical Specifications and passed the technical evaluation</i>	<b>Pass</b>	<b>Pass</b>
Financial Evaluation	<b>20</b>	
Post Qualification Evaluation	<b>Substantive Responsiveness</b>	

<b>Totals</b>	<b>85</b>
<b>Award</b>	<b>The responsive proposal with the highest score determined by the procuring entity by combining, for each proposal, in accordance with the procedures and criteria set out in the request for proposals, the scores assigned to the technical and financial proposals where Request for Proposals method is used</b>

## SECTION V:-FINANCIAL PROPOSAL

### a) REPORTING

a) The Consultant/s shall report to the KRA appointed Project Manager.

### b) Notes on preparation of Financial Proposal

a) Bidders are required to submit a comprehensive and itemized financial proposal inclusive of all taxes. **financial proposals submitted electronically via the supplier portal to Notes and Attachment Folder within the tendering period**

b) 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 maybe applicable. The costs should be broken down to be clearly understood by the procuring entity.

c) The financial proposal shall be in Kenya Shillings and shall take into account the tax liability and cost of insurances specified in the request for proposal.

d) The financial proposal shall contain the following.

- a. Financial proposal Submission form
- b. Summary of costs
- c. Breakdown of Remuneration

e) The financial proposal should be prepared using the Standard forms provided in this part.

# FINANCIAL PROPOSAL STANDARD FORMS

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**1.FINANCIAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ [Date]

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

[NameandaddressofClient]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL SCM WORKFLOWS CONTRACT MANAGEMENT PROCESSES**” 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.

Yours sincerely,

\_\_\_\_\_ [AuthorizedSignature]:

\_\_\_\_\_ [NameandTitleofSignatory]:

\_\_\_\_\_ [NameofFirm]:

\_\_\_\_\_ [Address]:

**Summary of Costs - PROVISION OF CONSULTANCY SERVICES FOR AUTOMATION OF MANUAL SCM WORKFLOWS**

**Provide a breakdown of the line items adding up to the total amount of the Financial Proposal.**

	<b>Item</b>	<b>Cost (KES)</b>	<b>Taxes (KES)</b>	<b>Amount (KES) Inclusive of all Applicable Taxes</b>
1.	Provision of Consultancy services for automation of manual SCM workflows			
2.	Training			
3.	Support and maintenance year 2			
4.	Support and maintenance year 3			
<b>Total Amount of Financial Proposal Inclusive of all Applicable Taxes(to be moved to Financial Submission Form)</b>				

## SECTION VI: STANDARD FORMS



### 8.1 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

<b>Part 1 – General</b>	
1.1	Business Name.....
1.2	Location of Business Premises.....
1.3	Plot No.....
	Street/Road .....
	Postal Address.....
	Tel No..... Fax.....
	Email.....
1.4	Nature of Business.....
1.5	Registration Certificate No.....
1.6	Maximum Value of Business which you can handle at any one time – KSHS.....
1.7	Name of your Bankers .....
	Branch .....
<b>Part 2 (a) – Sole Proprietor</b>	
2a.1	Your Name in Full.....
	Age .....
2a.2	Nationality .....
	Country of Origin .....
	Citizenship Details.....
<b>Part 2 (b) Partnership</b>	

2b.1 Given details of Partners as follows:

2b.2 NameNationalityCitizenship DetailsShares

1.....  
.....

2.....  
.....

3.....  
.....

4.....  
.....

**Part 2 (c) – Registered Company**

2c.1 Private or Public .....

2c.2 State the Nominal and Issued Capital of Company-

Nominal KSHS. ....

Issued KSHS. ....

2c.3 Given details of all Directors as follows

NameNationalityCitizenship DetailsShares

1.....  
.....

2.....  
.....

3.....  
.....

4.....  
.....

5.....  
.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority?

Yes \_\_\_\_\_ No \_\_\_\_\_



3.2 If answer in '3.1' is **YES** give the relationship.

.....  
.....  
.....  
.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes\_\_\_\_\_ No\_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.

.....  
.....  
.....  
.....  
.....  
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes\_\_\_\_\_ No\_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.

.....  
.....  
.....  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES\_\_\_\_\_ No\_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:

.....  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_No\_\_\_\_\_

3.10 If answer in '3.9' above is **YES** give details

.....  
.....  
.....  
.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date..... Signature of Candidate .....

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

**REPUBLIC OF KENYA**

**STANDARD FORM OF CONTRACT**

**FOR**

**CONSULTING SERVICES**

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

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**Special Notes**

- 1 The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
  
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet a specific project feature should be made only in the Special Conditions.



**CONTRACT FOR CONSULTANT'S SERVICES**

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

between

---

*[name of the Client]*

AND

---

*[name of the Consultant]*

Dated: \_\_\_\_\_ *[date]*

**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 Consultant 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 Clients 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 Client's authorised representative] \_\_\_\_\_  
\_\_\_\_\_

[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 here below;
- (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 Sub-consultant 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) “Subconsultant” 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 Consultants 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.
- 2.5.3 Extension of Time**            Any 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 judgment 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 an artificial non-competitive level 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 Subconsultants or third parties.

#### **Conflict of Interests**

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.**
- (i) 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, 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 effort to ensure that his personnel, any subconsultant[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 procurements 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 Sub-consultant 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 sub-consultant[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 maybe specified in the SC.

**3.3 Confidentiality** The Consultant, his sub-consultant[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 Contractor 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 sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case maybe) 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 Sub-consultants").
- 3.6 Reporting Obligations** The Consultant 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 of the Client** 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 Contract, 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 Personnel are described in Appendix C. The Personnel and Subconsultants 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.
- (a) 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 effort 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**

The Consultant's total remuneration shall not exceed

<b>Remuneration</b>	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.
<b>6.2 Contract Price</b>	<p>(a) The price payable in foreign currency is set forth in the SC.</p> <p>(b) The price payable in local currency is set forth in the SC.</p>
<b>6.3 Payment for Additional Services</b>	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.
<b>6.4 Terms and Conditions of Payment</b>	Payments will be made to the account of the schedule stated in the SC. Unless otherwise stated in the SC, the first payments 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 payments 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.
<b>6.5 Interest on Delayed Payment</b>	Payments 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 of three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

## **7 SETTLEMENT OF DISPUTES**

<b>7.1 Amicable Settlement</b>	The Parties shall use their best effort to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>7.2 Dispute Settlement</b>	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 request of the applying party. the

**III. SPECIALCONDITIONSOFCONTRACT**

<b>NumberofGCCla use</b>	<b>AmendmentsandSupplementstoClausesintheGeneralCondit ionsofContract</b>
1.1(i)	The Member in Charge is _____ <i>[nameofMember]</i>
1.4	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>Telex; _____</p> <p>Facsimile: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone; _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
2.1	The date on which this Contract shall come into effect is(_____)[date].

**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*

2.2 The date for the commencement of Services is \_\_\_\_\_ [date]

2.3 The period shall be \_\_\_\_\_ [length of time].

**Note:** *Fill in the period, e.g., twenty-four (24) months or such other period as the Parties may agree in writing.*

3.4 The risks and coverages shall be:

(i) Professional Liability

\_\_\_\_\_

(ii) Loss of or damage to equipment and property

\_\_\_\_\_

6.2(a) The amount is not in foreign currency for this contract.

6.2(b) The amount in local Currency to be paid will be based on a per centum of the project

6.4 Payments shall be made according to the following schedule:

6.4	Payments shall be made according to:
	<i>The methods stipulated according to the relevant legal provisions of the profession of the lead Consultant.</i>

**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 Subconsultants (if already available); same information with respect to their Personnel as in C-1.*

**APPENDIX D –  
BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY –  
NOT APPLICABLE**

*List the elements of cost used to arrive at the breakdown of the lump-sum price Local Currency option*

- 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 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**

*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.*

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



**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 has been awarded to you.

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

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

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