



#### **KENYA REINSURANCE CORPORATION LIMITED**

#### KRC/2021/028

#### **TENDER FOR**

#### SUPPLY, INSTALLATION AND CONFIGURATION

**OF** 

#### **ELECTRONIC CONTENT MANAGEMENT SYSTEM**

(ECM)

Kenya Reinsurance Corporation Limited Reinsurance Plaza, Nairobi, Taifa Road P.O. Box 30271, 00100 NAIROBI

Website: www.kenyare.co.ke

**MARCH 2021** 



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#### 1. INVITATION TO TENDER

1.1 The Kenya Reinsurance Corporation Ltd. invites interested bidders to tender for: -

| NO | TENDER NO    | DESCRIPTION OF SERVICE            | TENDER SUBMISSION | BID BOND  |
|----|--------------|-----------------------------------|-------------------|-----------|
|    |              |                                   | FORMAT            | USD       |
| 1  | KRC/2021/028 | TENDER FOR SUPPLY,                | COMBINED          | 60,000.00 |
|    |              | INSTALLATION AND CONFIGURATION OF | TECHNICAL &       |           |
|    |              | ELECTRONIC CONTENT                | FINANCIAL         |           |
|    |              | MANAGEMENT SYSTEM                 | PROPOSALS         |           |

- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Re website <a href="https://www.kenyare.co.ke">www.kenyare.co.ke</a>.
- 1.3 Each page in the tender document must be continuously serialized and paginated.
- 1.4 Tender documents in plain sealed envelopes clearly bearing the correct **tender number** should be deposited in the Tender Box located on the 16<sup>th</sup> floor of Reinsurance Plaza Aga Khan Walk NAIROBI or be sent to: -

# Managing Director Kenya Reinsurance Corporation, Ltd Reinsurance Plaza, Nairobi Aga Khan Walk P.O. Box 30271 - 00100 NAIROBI

To be received by **31**<sup>st</sup> **MARCH 2021 at 10.00.am**. Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at the Corporations boardroom located at 16<sup>th</sup> Floor of the same building.

- 1.5 Prices quoted should be expressed in **USD**, inclusive of all Government taxes and should remain valid for a period of **120 days** from the date of closing of the tender.
- 1.6 Bidders who download the tender documents from the website must forward their particulars immediately via email to procurement@kenyare.co.ke. This is for records and any further tender clarifications and addendum where necessary. The particulars



should include: Name of Firm, Postal Address, Telephone Number, Email Address, Tender Number, and Tender Name

1.7 The tender security/Bid bond shall be USD 60,000.00 (Sixty thousand) which should remain valid for a period of 150 days from the close of the tender. The tender Security should be in any of the following forms: Banker's cheques, a bank guarantee, an insurance company guarantee from Public Procurement Oversight Authority (PPRA) approved Insurance firms, Letter of credit, or Guarantee by a deposit taking microfinance institution/Sacco society/Youth Development Fund/Women Enterprise Fund. Find the template for the insurance tender security bond in the section titled "Standard Forms" in the tender document.



#### 2. BACKGROUND

Kenya Reinsurance Corporation Limited is the oldest Reinsurer in Eastern and Central Africa. Kenya Re was established through an Act of Parliament in December 1970 and commenced business in January 1971. Kenya Re's core activity is providing quality reinsurance services. Currently, Kenya Re provides reinsurance services to more than 200 companies spread over 50 countries, mainly in Africa, Middle East and Asia. In an effort to offer world-class reinsurance service, and to benchmark its quality to international standards, the Corporation got rated. The ratings are: B (Fair). By A. M Best and AA by Global Rating Agency. These are premier global rating agencies, which also serve as reconfirmations of Kenya Re's financial strength. Kenya Re is also ISO 9001:2008 re-certified. These ratings and grading have been maintained to date. The equity shareholding of the Corporation is 60% owned by the Government of Kenya and other 40% by other shareholders among them insurance companies. The Authorized share capital is Kshs. 2 billion and the Paid-up share capital is Kshs. 1.5 billion. The Corporation is listed in the Nairobi Stock exchange.



#### 3. GENERAL INSTRUCTIONS

#### 3.1 Introduction

- 3.1.1 The consultants are invited to submit a combined Technical and a Financial Proposal (at least <u>3 Copies</u>, <u>one marked original</u> and the <u>other Two clearly marked copy 1 and Copy 2</u>) all sealed in one envelope.
- 3.1.2 Please note that (I) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 3.1.3 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

#### 3.2 Clarification and Amendment of RFP Documents

- 3.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address. The Client will respond as appropriate.
- 3.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be brought to the attention of bidders through an advert in the local dailies. The Client may at his discretion extend the deadline for the submission of proposals.

#### 3.3 Preparation of Technical Proposal

- 3.3.1 The proposal shall be written in English language.
- 3.3.1 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.
- 3.3.2 While preparing the Technical Proposal, consultants must give attention to the following:
  - (i) 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.



- 3.3.3 The Technical Proposal shall include 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 work plan for performing the assignment.
  - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
  - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
  - (vi) A detailed description of the proposed methodology.
  - (vii) Any additional information requested in the Terms of Reference.



#### 3.4 PREPARATION OF FINANCIAL PROPOSAL

- 3.4.2 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The financial proposal should include all costs to undertake the assignment and taxes.
- 3.4.3 Consultants shall express the price of their services in **Kenya Shillings.**
- 3.4.4 The Proposal must remain valid for **120 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.

#### 3.5 Submission, Receipt, and Opening of Proposals

The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 3.5.2 The between the original and the copies of the proposal, the original shall govern.
- 3.5.3 The consultants shall prepare **THREE** copies of the proposal. Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL"** and **"COPY 1 and COPY 2"** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 3.5.4 The original and all copies of the Technical Proposal and Financial proposal shall be placed in ONE inner sealed envelope clearly marked "TENDER FOR SUPPLY, INSTALLATION AND CONFIGURATION OF ELECTRONIC CONTENT MANAGEMENT SYSTEM," The name and address of the firm submitting the tender should also be indicated in the Inner envelope.

The envelope shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, Tender No, name of tender as indicated above and the words "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."



- 3.5.5 The completed Proposals must be delivered at the submission address on or before **31**<sup>st</sup> **MARCH 2021 at 10.00 am.** Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 3.5.6 After the deadline for submission of proposals, the Proposal (Technical and Financial) shall be opened immediately by the opening committee.

#### 3.6 Proposal Evaluation General

**3.6.2** 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.

#### 3.7 Evaluation of Technical Proposal

3.7.2 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 outlined in the Terms of Reference.

#### 3.8 Evaluation of Financial Proposal

- **3.8.2** 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 correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- **3.8.3** 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.
- **3.8.4** The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.
- **3.8.5** No contract price shall be varied upwards within twelve months from the date of the signing of the contract.
- **3.8.6** Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.



**3.8.7** Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

#### 3.9 Negotiations

- **3.9.1** Negotiations will be held at the same address as "address to send information to the Client" indicated in the Invitation to Tender. The aim is to reach agreement on all points and sign a contract.
- 3.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- **3.9.3** Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 3.9.4 Having selected the firm based on, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract based on the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be 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.
- **3.9.5** 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.
- 3.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.



#### 3.10 Award of Contract

- **3.10.1** 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.
- **3.10.2** The selected firm is expected to commence the assignment on the date and at the location agreed upon.
- **3.10.3** 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.
- **3.10.4** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- **3.10.5** 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.
- **3.10.6** To qualify for contract awards, the tenderer shall have the following:
  - (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - **(b)** Legal capacity to enter 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.

#### 3.11 Confidentiality

**3.11.1** 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.

#### 3.12 Corrupt or fraudulent practices

- **3.12.1** 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.
- **3.12.2** 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.



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

#### 4 PROPOSAL FORMAT DETAILS

#### 4.1 TECHNICAL PROPOSAL

| 4.1.1 | TECHNICAL | PROPOSAL | SUBMISSION | <b>FORM</b> |
|-------|-----------|----------|------------|-------------|
|       |           |          |            |             |

| [ Dat                  | te]                                |   |
|------------------------|------------------------------------|---|
| To:                    | [Name and address of Co            | ilient)                                     |
| Ladies/Gentlemen:      |                                    |   |
| We, the undersigned, c | offer to provide the consulting se | ervices for <b>SUPPLY, INSTALLATION AND</b> |
| CONFIGURATION OF       | ELECTRONIC CONTENT MAN             | IAGEMENT SYSTEM in accordance with          |
| your Request for Prop  | osal dated                         | [ <i>Date</i> ] and our Proposal. We are    |
| hereby submitting our  | Proposal, which includes this T    | echnical Proposal,                          |
| We understand you are  | e not bound to accept any Prop     | osal that you receive.                      |
| We remain,             |                                    |   |
| Yours sincerely,       |                                    |   |
|                        | [Authorized Sign                   | nature]:                                    |
|                        | [Name and Title                    | e of Signatory]                             |
|                        | [Name of Firm                      | וו  |
|                        | [Address:]                         |   |



#### 4.1.2 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 applies to your type of business and part 3.

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

| Part 1 – General  |
|---|
| Business Name   |
| Location of Business Premises                                   |
| Plot NoStreet/Road  |
| Postal Address  |
| Telephone Numbers   |
| Fax Number  |
| E-mail Address  |
| Nature of Business  |
| Registration Certificate No.                                    |
| Maximum value of Business which you can handle at any one time. |
| Kshs  |
| Name of your BankersBranchBranch                                |
| Confirm credit period extended your to clients                  |



| Part 2 (a) – Sole Proprietor               |
|--|
| Your Name in Full                          |
| Age  |
| Nationality                                |
| Country of Origin                          |
| Citizen Details                            |
|  |
| Part 2 (b) – Partnership                   |
| Given details of partnership as follows: - |
| <u>2b.2</u>                                |
| Name NationalityCitizenship Details Share  |
| 1  |
| 2  |



| 3   |
|---|
| 4   |
|   |
|   |
|   |
|   |
| Part 2 (C) – Registered Company                 |
|   |
| Private or Public                               |
|   |
|   |
| State the Nominal and issued Capital or Company |
| Nominal Kshs                                    |
| Issued Kshs                                     |
| Given details of all Directors as follows: -    |
| Name NationalityCitizenship Details, Share      |
| 1   |
| 2   |



| 3  |
|--|
| 4  |
| 5  |
|  |
| Part 3 – Eligibility Status  |
| Are you related to an Employee, Committee member or Board Members of Kenya Re?   |
| YesNo  |
| If answer in '4.13 is Yes give the relationship.                                 |
|  |
| Does an Employee, Committee Member, Board Member of Kenya Re sit in              |
| The Board of Directors or Management of your Organization, subsidiaries or       |
| Joint Venture? YesNo   |
|  |
|  |
| If Answer in '4.15' above is Yes give details                                    |
|  |
|  |
|  |
| 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 Reinsurance Corporation Ltd to provide           |
| consulting services for preparation of design, specifications and other          |
| documents to be used for procurement of the goods under this invitation?         |
| YesNo  |



| If answer in '4.17' above is Yes give details   |
|---|
|   |
|   |
|   |
|   |
| Are you under a declaration of ineligibility for corrupt and fraudulent practices?      |
| Yes No  |
|   |
| 4.20 If answer in '4.19' above is Yes give details                                      |
| <u> </u>  |
|   |
|   |
|   |
| Have you offered or given anything of value to influence the pre-qualification process? |
| YesNo   |
| If answer in '4.20' above is Yes give details   |
|   |
|   |
|   |
|   |
| I/We Declare that the information given on this form is correct to the best of          |
| My/our knowledge and belief and that I/We Kenya Reinsurance corporation Ltd             |
| to seek any other reference concerning my/our company from                              |
| whatever sources deemed relevant e.g. Company Registrar's Office, Bankers               |
| etc.  |
|   |
|   |
|   |
| DateSignature of Candidate  |
|   |
|   |
| . If a Kenyan citizen, indicate under "citizenship Details," whether by Birth,          |
| Naturalization of registration.   |



## 4.1.3 DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT



#### 4.1.4 FIRM'S REFERENCES

#### Relevant services carried out in the last five years that best illustrate qualifications

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

| Assignment Name:                                       | Country                                    |
|--|--|
|  |  |
| Location within Country:                               | Professional Staff provided by Your        |
|  | Firm/Entity(profiles):                     |
|  |  |
| Name of Client:  | Clients contact person for the assignment. |
|  |  |
| Address:   | No of Staff-Months;                        |
| riddiess.  | Duration of Assignment:                    |
|  |  |
| Start Date (Month/Year):                               | Approx. Value of Services (Kshs)           |
| Completion Date (Month/Year):                          |  |
|  |  |
| Narrative Description of project:                      |  |
|  |  |
|  |  |
| Description of Actual Services Provided by Your Staff: |  |
|  |  |
|  |  |
|  | •  |
| Firm's Name:   |  |
| Managara da dalar af abana d                           |  |
| Name and title of signatory;                           |  |



#### 4.1.5 TEAM COMPOSITION AND TASK ASSIGNMENTS

### 4.1.5.1 Technical/Managerial Staff

| Name               | Position | Task |  |
|--------------------|----------|------|--|
|                    |          |      |  |
|                    |          |      |  |
|                    |          |      |  |
|                    |          |      |  |
|                    |          |      |  |
| 4.1.5.2 Support St |          |      |  |

| Name | Position | Task |
|------|----------|------|
|      |          |      |
|      |          |      |
|      |          |      |
|      |          |      |



#### 4.1.6 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

| Proposed Position:  |
|---|
| Name of Firm:   |
| Name of Staff:  |
| Profession:   |
| Date of Birth:  |
| Years with Firm: Nationality:   |
| Membership in Professional Societies:   |
| Detailed Tasks Assigned:  |
| Key Qualifications:<br>[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations]. |
| Education:<br>[Summarize college/university and other specialized education of staff member,<br>giving names of schools, dates attended and degree[s] obtained.]  |
| Employment Record:  |



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

| Certification:   |                    |
|--|--------------------|
| I, the undersigned, certify that these data correctly describe me, | my qualifications, |
| and my experience.   |                    |
|  | _ Date:            |
| <br>[Signature of staff member]                                    |                    |
| Date;  |                    |
| [Signature of authorized representative of the firm]               |                    |
| Full name of staff member:   |                    |
| Full name of authorized representative:                            |                    |



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

| On the Terms of Reference:   |
|--|
|  |
| 1.   |
| 2.   |
| 3.   |
| 4.   |
| 5.   |
| On the data, services and facilities to be provided by the Client: |
| 1.   |
| 2.   |
| 3.   |
| 4.   |
| 5.   |



#### 4.2 FINANCIAL PROPOSAL

#### **Notes on preparation of Financial Proposal**

- The Financial proposal should list the costs associated with the assignment.

  These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken done to be clearly understood by the procuring entity.
- The financial proposal shall be in Kenya Shillings and shall take into account the tax liability. The financial proposal should be prepared using the Standard forms provided in this part



| 4.2.1 | FINANCIAL P  | ROPOSA    | L SUBMISSIO  | ON FORM      |               |                |           |                 |     |
|-------|--------------|-----------|--------------|--------------|---------------|----------------|-----------|-----------------|-----|
|       |              |           | [Dä          | ate]         |               |                |           |                 |     |
|       | To:          |           |              |              |               |                |           |                 |     |
|       |              |           |              |              |               |                |           |                 |     |
|       |              |           | and address  | s of Client] |               |                |           |                 |     |
|       | Ladies/Gentl | emen:     |              |              |               |                |           |                 |     |
|       | We, the unde | ersigned, | offer to pro | vide the con | sulting servi | ces <b>SUI</b> | PPLY, INS | ΓALLAΤΙ         | ON  |
|       | AND CONF     |           |              |              | _             |                |           |                 |     |
|       | accordance v | with your | Request for  | Proposal da  | ted (         |                | ) [D      | <i>ate]</i> and | our |
|       | Proposal.    |           | attached     |              | Proposal      |                |           |                 | of  |
|       | (            |           |              |              |               |                |           | )               |     |
|       | [Amount in   |           |              |              |               |                |           |                 |     |
|       | We remain,   |           |              |              |               |                |           |                 |     |
|       |              |           |              |              |               |                |           |                 |     |
|       | Yours sincer | ely,      |              |              |               |                |           |                 |     |
|       |              |           |              |              |               |                |           |                 |     |
|       | -            |           |              |              | [Authorize    | ed Sign        | ature]    |                 |     |
|       | :            |           |              |              |               |                |           |                 |     |
|       | -            |           |              | [Name        | and Title of  | Signat         | ory]:     |                 |     |
|       |              |           |              | [Nan         | ne of Firm]   |                |           |                 |     |
|       |              |           |              | [Addı        | ess1          |                |           |                 |     |



#### 4.2.3 SUMMARY OF COSTS

| Costs                              | Currency | Amount |
|------------------------------------|----------|--------|
|                                    |          |        |
|                                    |          |        |
|                                    |          |        |
| Subtotal                           |          |        |
|                                    |          |        |
| Post Implementation maintenance    |          |        |
| costs (Annually)                   |          |        |
|                                    |          |        |
| Taxes                              |          |        |
|                                    |          |        |
| Total Amount of Financial Proposal |          |        |
|                                    |          |        |
|                                    |          |        |
|                                    |          |        |



#### 5. TERMS OF REFERENCE AND EVALUATION CRITERIA

## 5.1 SUPPLY, INSTALLATION AND CONFIGURATION OF ELECTRONIC CONTENT MANAGEMENT SYSTEM

#### General

Kenya Reinsurance Corporation Limited, which is a publicly quoted reinsurance company listed on the Nairobi Securities Exchange, is desirous of acquiring an enterprise electronic content management system that will fully automate all manual process to electronic.

This tender covers the Supply, Installation, configuration, Testing and Commissioning of an Electronic content Management system; that has but is not limited to: -

- I. Documents management.
- II. Records Management.
- III. Workflows / Business Process Management (The solution should be able to automate processes such as:
  - a. Case Management for Legal department.
  - b. Contract Management
  - c. Invoice Processing
  - d. Travel and expense management
  - e. Automation of Accounts Payables and Receivables etc)

<u>PLEASE NOTE:</u> (The Business process module should be flexible whereby Kenya Re can accommodate any future process(es) without having to incur extra costs for new processes onboarding)

- IV. Robotic Process Automation. This should be a proprietary plugin module to the ECM solution developed by the same OEM company as the ECM and not a third party or an affiliate or partner / subsidiary developed.
- V. Electronic Forms.
- VI. Training / Knowledge transfer.

The solution should have out of the box integrations to Microsoft Suite (365), Integration with ERP (Oracle EBS) and Reinsurance System. The solution should also have working **Mobile applications for document management on both Android and Apple IOS platform**. The solution should have the ability to automate any manual process without requiring extra modules. The solution should also



integrate to industry standard **Short Message Service (SMS)** modules.

These specifications describe the requirements for the desired solution. Tenderers are requested to submit with their offers the detailed specifications.

Tenderers **must** indicate on the specifications sheets how their solution complies with each specified requirement.

All the specifications of the solution to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets etc.

The procuring entity reserves the right to reject the solution if such deviations shall be found critical to the use and operation of the products.

The table below shows the scope of the proposed modules and number of users. Use it as a guide for pricing.

#### Please breakdown granularly the prices per line item in the table below.

|    | PRICING AND SUPPORT  | Number      |  |
|----|--|-------------|--|
| 1  | The following ECM server modules: -  | Number of   |  |
|    | a. Document management   | users (160) |  |
|    | b. Records management  |             |  |
|    | c. Business process Automation (Include Robotic Process Automation)                              |             |  |
|    | Please note the above should be scalable or have the ability to add more server modules.         |             |  |
| 2. | Process / System integrations / Libraries, Mobile Apps, SMS integrations Modules.                | Lot         |  |
| 3. | <b>OEM Administrators training</b> - This should be provided by the OEM / Vendor /Solutions      | Lot         |  |
|    | manufacturer in a classroom setup, Attach a course curriculum and a tentative schedule with      |             |  |
|    | the pricing of 3 administrator. Minimum 40 hours covering all topics of the system end to end.   |             |  |
| 4. | Post Go live support. List the available levels of support including the last level support i.e. | Lot         |  |
|    | Vendor support.  |             |  |
|    | The support (Onsite, Remote, Next business Day, Vendor Support etc)                              |             |  |
| 5  | Databases / infrastructure breakdown licenses.   | Lot         |  |
| 6  | Maintenance Support and Services Fees, Extra / Additional Licenses costs.                        | Lot         |  |

#### NOTE:

The Corporation will provide the hardware and operating system(s). Bidders are requested to quote for the solution software, licence costs, implementation costs and any other hardware that maybe relevant in the scope mentioned above.



#### **5.2 MANDATORY REQUIREMENTS AND TECHNICAL EVALUATION**

The following will constitute how the tenders will be evaluated.

All documents under the mandatory section MUST be submitted and must be current.

The table below contains Mandatory requirements that must be met before proceeding to the Technical Evaluation.

**Table 1: Mandatory Requirements** 

|    | A: MANDATORY REQUIREMENTS   |          |
|----|---|----------|
| 1. | Certificate of Incorporation (Kenyan Company)   | Required |
| 2. | Tax Compliance valid (Kenyan Company)   | Required |
| 3. | Valid Manufacturers / Vendor /OEM Authorization – As per the Form in ANNEX 1( <i>Page 63</i> ) below. | Required |

The table below (**Table 2**) contains the Technical Evaluation of the Bidders firm. Bidders Must score At least <u>15</u> <u>Marks</u> to proceed to Functional Evaluation.

**Table 2: Technical Requirements Evaluation** 

|    | B: TECHNICAL EVALUATION – THE FIRM / BIDDER  | SCORE    |
|----|--|----------|
| 1. | A detailed profile of their company printed in color. The company profile should include the company's core business.  | 1 Mark   |
| 2. | The solution provider must have at least 2 staff with at least 5 years' experience in implementing and supporting the ECM solution.  Provide tangible evidence (CV'S). 2 Marks for each staff with over 5 years' experience- The CV must include ECM projects undertaken.  | 4 Marks  |
| 3. | The solution provider should have successfully implemented the proposed solution in <u>at least 5 sites</u> in East Africa. Provide reference letters and contacts of the clients. 1 <b>marks for each site.</b>   | 5 Marks  |
| 4. | The Vendor Must provide for training for at least 3 administrators. Attach the curriculum, training plan and the itinerary for the 3 to be conducted off site for a minimum of 40 hours covering the solution end to end.  | 5 Marks  |
| 5. | The Firm must have a proficient project manager who has managed at least 5 ECM implementation projects in the last 10 years. The project manager Must either be a degree holder in project Management and or have an international certificate in Project management. Attach the CV of the Project manager with the relevant supporting credits. | 5 Marks  |
|    | TOTAL MAXIMUM SCORE  | 20 MARKS |



#### **5.3 FUNCTIONAL SPECIFICATIONS AND EVALUATION**

The specifications listed below **should be inherent to the system / out of the box** features that **do not require extra developments and o**r extra coding.

#### **Important Notes for bidders: -**

- I. The bidder <u>MUST</u> provide substantive responses for all clause-by-clause requirements in the bidder response columns in the tables below. Copying and pasting the requirement(s) as your response and the use of words such as **OK, YES, TICK, COMPLIANT,** etc. will be considered **non-responsive**.
- II. The responses must be **neatly ordered** and **arranged** as per the tables below corresponding to the line items listed in the rows. Responses that are not numbered and or are bundled in long paragraphs will be considered **non-responsive.**

| Α  | DOCUMENT MANAGEMENT SYSTEM:  | BIDDERS<br>RESPONSE | FOR OFFICIAL USE<br>ONLY |    |          |
|----|--|---------------------|--------------------------|----|----------|
|    |  |                     | FEATURE AVAILABL         |    | /AILABLE |
|    |  |                     | YES                      | NO | POINT    |
| a. | DOCUMENT CAPTURE   |                     |                          |    |          |
|    | The proposed solution should;  |                     |                          |    |          |
| 1. | Work with a wide variety of scanners for document capture  |                     |                          |    | 1        |
| 2. | Should use hybrid and specialized capture devices such as copier-scanners and microfilm scanners.  |                     |                          |    | 1        |
| 3. | Import photos from digital cameras or mobile phones, and straighten warped or curved images to generate clean, usable OCR text.  |                     |                          |    | 1        |
| 4. | Capture images already stored on computers or network folders and process them as you would scanned images including basic image enhancement, Optical Character Reader and metadata. |                     |                          |    | 1        |
| 5. | Be able to auto-name documents while scanning according to user, date or field values.   |                     |                          |    | 1        |
| 6. | Be able to scan additional pages into existing documents.  |                     |                          |    | 1        |
| 7. | Be able to perform image adjustments to remove noise, remove lines, crop, rotate and perform other image clean-up.   |                     |                          |    | 1        |
| 8. | Be able to automatically remove blank pages from scanned copies.   |                     |                          |    | 1        |



| 9.  | Be able to archive electronic documents including images, text, spreadsheets, PDFs, movies, AutoCAD and sound files in their native file formats.  | 1 |
|-----|--|---|
| 10. | Accept documents to the system from Windows Explorer; as well as allow importing electronic documents and directories by dragging and dropping.  | 1 |
| 11. | Allow users to save directly from Microsoft® Office such as Word, Excel and PowerPoint. Office Integration should allow users to save Office files directly to the repository from the Office ribbon or toolbar. | 1 |
| 12. | Allow users to store directly from Outlook and automatically map the email's metadata to your fields.  | 1 |
| 13. | Be able to automatically create TIFF images from PDF documents.  | 1 |
| 14. | Should be able to support 'Quick Fields' via the Scanning application.   | 5 |
| 15. | The system should incorporate <b>Capture profiles</b> extract data from documents to be used in a business process that can capture data e.g. from invoices for the data to be used later in a certain workflow. | 5 |
| 16. | Be able to export and import documents, folders, annotations and their metadata by using briefcases  | 5 |
| 17. | Be able to convert electronic documents to archival images without printing and scanning them.   | 1 |
| 18. | Be able to extract text from electronic documents.   | 1 |
| 19. | Be able to create new folders directly from the Import dialog.   | 1 |
| 20. | Be able to extract data by OCR, zone OCR, bar code recognition or Optical Mark Recognition (OMR).  | 1 |
| 21. | Be able to query an external database based on a unique value to minimize data entry   | 1 |
| 22. | Be able to use extracted data for document or folder naming, indexing or as input to other processes.  | 1 |
| 23. | Be able to identify documents by recognizing forms or by matching extracted data.  | 1 |
| 24. | Be able to use identification for document separation or individualized processing.  | 1 |
| 25. | Be able to schedule document uploading to the repository and start a scanning session automatically.   | 1 |
| 26. | Be able to highlight, stamp or place a sticky note on the document upon scan and be able to set security on your scanning sessions to prevent any changes.   | 1 |
| 27. | Should be able to automatically redact specific patterns on the document, such as Credit card numbers, regardless of location.   | 1 |
| 28. | The system should have the ability to Easily import documents from Microsoft Office 365 SUITE applications including e-mail attachments with one click,  | 1 |
| 29. | System should be able to allow imports from popular cloud-based services such as <b>Microsoft OneDrive</b> and <b>Google Drive</b> .   | 1 |



|     |   | T T |   |
|-----|---|-----|---|
| 30. | Should be able to classify documents using barcodes, fields, form identification or any other characteristics.  |     | 1 |
| 31. | System should support automatically sending scanned documents to a workflow.  |     | 1 |
| 32. | System should support massive batch scanning of documents and automatic distribution for indexing.  |     | 1 |
| 33. | Should be able to split document batches automatically by identifying new documents based on page size, text on the page or the presence of a coversheet.   |     | 1 |
| 34. | Should include a mobile app for smart phones and tablets ( <b>Apple IOS and Android</b> ) that enable users to start or Initiate business processes from anywhere, reducing the effort needed to capture documents.   |     | 5 |
| 35. | The mobile app even without access to Wi-Fi or VPN, should be able to save forms and images when offline and automatically upload them to the repository later when online.   |     | 1 |
| 36. | Should Use document contents including words and word patterns to identify documents that require processing.   |     | 1 |
| 37. | Be able to capture content from a third-party application via a print spool or hot folder.  |     | 1 |
| b.  | Indexing  |     |   |
| 1.  | The system should support field values on any document or folder.   |     | 1 |
| 2.  | Should use <b>Bates Numbering</b> to automatically apply identifying numbers to documents (e.g. legal).   |     | 5 |
| 3.  | Should have the option to create different templates for distinct document types.   |     | 1 |
| 4.  | Should be able to redact important information quickly by automatically applying annotations to specified regions of a document.  |     | 1 |
| 5.  | The system should have constraints forcing users to enter field information in specified formats.   |     | 1 |
| 6.  | Reduce data entry by using extracted data from barcodes and document content to automatically name, index and assign metadata to documents, start a workflow process or interact with a workflow already in progress. |     | 1 |
| 7.  | The system should have color-coding to distinguish document types.  |     | 1 |
| 8.  | The system should allow users to reassign or update templates or fields at any time.  |     | 1 |
| 9.  | The system should be able to auto populate template information to documents from parent folders.   |     | 1 |
| 10. | The system should support simultaneous OCR from multiple workstations.  |     | 1 |
| 11. | Should incorporate links for connecting documents that are related to each other even though they may be stored in different sections of the repository.  |     | 1 |
| 12. | Should incorporate Tags used to categorize documents or folders i.e. <b>Informational or security tags</b> .  |     | 5 |
|     |   |     |   |



| 13. | The system should support multi-tier, dynamic fields for example, field "City" displays values based on the "State" field chosen. | 1 |
|-----|---|---|
| 14. | The system should be able to use tokens / variables to auto populate information on the field.                                    | 1 |
| 15. | The system should allow users mark fields as required.  | 1 |
| 16. | Should allow for creation of comment fields and automatically insert the username, date and time after a comment is inserted.     | 1 |
| 17. | The system should be able to mark a field be as a multi-value field.  | 1 |
| c.  | Search, Query and Retrieval Functionality   |   |
| 1.  | System should have basic and advanced searching capabilities.   | 1 |
| 2.  | System should allow instant retrievals.   | 1 |
| 3.  | System should have ability to define searches for specific users.   | 1 |
| 4.  | System should support Boolean operators to do searches.   | 1 |
| 5.  | System should enable searches to be performed from other applications.  | 1 |
| 6.  | System should support permission-based searches of documents.   | 1 |
| 7.  | System should support "Google" like searches of full text search.   | 1 |
| 8.  | System should allow metadata searches and searches on the content of the file at same time.                                       | 1 |
| 9.  | System should not return searches of a result a user is not allowed to view.  | 1 |
| 10. | System should provide <b>context hit</b> searches.  | 4 |
| d.  | User Interface  |   |
| 1.  | System User interface should be simple for users and inherently intuitive – which include tool tips etc                           | 1 |
| 2.  | System should allow interface customization for users without resorting to software customization.                                | 1 |
| 3.  | System should provide configuration interface without need for writing any code.  | 1 |
| 4.  | System should allow deleting/disabling unwanted fields.   | 1 |
| 5.  | System should allow modifying of field names.   | 1 |
| 6.  | System should allow the creation of documents directly in the system (from scanner/ or word document).                            | 1 |
| 7.  | System should have capability to allow external systems to access ECM with authorization.   | 1 |
| e.  | Document Distribution   |   |



|     |   | , |   |
|-----|---|---|---|
| 1.  | The system should provide accurate scaling of print output to match the original document.  |   | 1 |
| 2.  | The system should allow users to be able to e-mail images as TIFF or PDF.   |   | 1 |
| 3.  | Should support cross-platform retrieval with standard Web browsers.   |   | 1 |
| 4.  | Should support mobile users with apps for smartphones and tablets.  |   | 1 |
| 5.  | System should allow users to distribute and archive records on non-erasable media.  |   | 1 |
| 6.  | System should allow users to distribute documents on flash drives or portable hard drives.  |   | 1 |
| 7.  | The System should allow users to distribute content on a portable, offline stand-alone client with searching capabilities.  |   | 1 |
| 8.  | The system should provide a full-featured browser-based client (thin client).   |   | 1 |
| 9.  | The System should allow users to create published repositories based on search results  |   | 1 |
| 10. | The System should allow users to drag and drop documents into e-mail.   |   | 1 |
| 11. | The System should allow users to share documents using shortcuts or URLs.   |   | 1 |
| 12. | The System should allow users to export electronic documents in their native format.  |   | 1 |
| 13. | The System should allow users to compress large files in an e-mail.   |   | 1 |
| 14. | The System should allow users to encrypt PDFs before e-mailing.   |   | 1 |
| f.  | Document Management   |   |   |
| 1.  | The System should allow users to display document names, template fields and volume information in the folder browser.  |   | 5 |
| 2.  | The System should allow users to display a preview pane and display the document, metadata and text without opening the document.   |   | 5 |
| 3.  | The System should allow users to rename and reorganize document files, allow users to track document versions, compare different versions and allow for one to revert to previous versions. |   | 5 |
| 4.  | The System should allow users to check-in/check-out documents.  |   | 5 |
| 5.  | The system should support for dock able windows, or flexible viewing of images, text, thumbnails and template fields.   |   | 1 |
| 6.  | The System should allow users to establish document linking relationships. For example, email attachments are linked to the e-mail.   |   | 1 |
| 7.  | The System should allow users to set up public and private folders to allow document sharing, mail folders and ad hoc workflow.   |   | 1 |



|     | TOTAL POINTS   |   |   | 163 |
|-----|--|---|---|-----|
| 23. | The system should support a work queue folder for documents pending approval.  |   |   | 1   |
| 22. | The System should allow users to change the browser's font and size.   | · |   | 1   |
| 21. | The System should allow users to customize toolbar icons with specific action icons or external applications.            | · |   | 1   |
| 20. | The System should allow users to rearrange pages in a document or create a new document from a page using drag and drop. |   |   | 1   |
| 19. | The System should allow users to export the list contents to run reports with a csv (Comma Separated Values) file.       |   |   | 1   |
| 18. | The System should allow users to change the colors on folders.   |   |   | 5   |
| 17. | The System should allow users to preview the document within the folder browser.   |   |   | 5   |
| 16. | The System should allow users to view the current steps required for a business process.                                 |   | _ | 5   |
| 15. | The System should allow users to start a business process/workflow from the client.                                      |   |   | 1   |
| 14. | The system should support full panning, rotation, and contrast.  |   |   | 1   |
| 13. | The System should allow users to edit text files created by Optical Character Recognition (OCR).                         |   |   | 1   |
| 12. | The System should allow users to display black and white, color or grayscale images.                                     |   |   | 1   |
| 11. | The system should support informational tags to alert users to special properties.                                       |   |   | 1   |
| 10. | The system should support annotations image overlays that do not modify the original document.                           |   |   | 1   |
| 9.  | The System should allow users to stamp images with customized or predefined graphics.                                    |   |   | 1   |
| 8.  | The System should allow users to users place sticky notes on documents with searchable text and hyperlinks.              |   |   | 1   |



| В.  | RECORDS MANAGEMENT   | BIDDERS<br>RESPONSE | FOR OFFICIAL USE ONLY FEATURE AVAILABLE |    |       |
|-----|--|---------------------|---|----|-------|
|     |  |                     |   |    | POINT |
|     |  |                     | YES                                     | NO |       |
| 1.  | The system should be system <b>DoD 5015.2 Standard</b> certified.  |                     |   |    | 10    |
| 2.  | The system should be <b>VERS</b> certified. Victorian Electronic Records Strategy (VERS) focuses on the ability of the records management application to ensure the fidelity of the information it manages over time. Focused on electronic document preservation and integrity with encrypted volumes, and auditing for |                     |   |    | 10    |
|     | tamper detection.  |                     |   |    |       |
| 3.  | The system should integrate records management, document management and workflow in one environment.   |                     |   |    | 10    |
| 4.  | The system should be able to create records from documents already under management.   |                     |   |    | 5     |
| 5.  | The system should be able to manage physical records alongside scanned images and electronic documents.  |                     |   |    | 1     |
| 6.  | The system should be able to manage digital video, audio and other electronic files.   |                     |   |    | 1     |
| 7.  | The system should be able to define records series from an intuitive interface.  |                     |   |    | 1     |
| 8.  | The system should be able to describe locations of transfers for records series.   |                     |   |    | 1     |
| 9.  | The system should be able to track current locations of transferred records.   |                     |   |    | 1     |
| 10. | The system should be able to screen records for eligibility for transfer, accession or destruction.  |                     |   |    | 5     |
| 11. | The system should be able to find records according to status or location.   |                     |   |    | 1     |
| 12. | The system should be able to specify multiple events that are necessary before records can be cut off.   |                     |   |    | 5     |
| 13. | The system should be able to specify trigger events determining which retention schedules apply to records.  |                     |   |    | 5     |
| 14. | The system should allow for configuration of retention schedules so that superseded records are sent into final disposition.   |                     |   |    | 10    |
| 15. | The system should be able to auto-classify and auto-file incoming records.   |                     |   |    | 5     |
| 16. | The System should allow records managers configure the look and feel of the records environment to suit business unit requirements while preserving original records in the formalized records management environment.   |                     |   |    | 10    |
| 17. | The system should provide event based and time-based cut-off instructions.   |                     |   |    | 5     |
| 18. | The system should allow you to specify years and months for the retention period.  |                     |   |    | 1     |



| 19. | The system should be able to support a non-recoverable destruction of a record.  |  | 10  |
|-----|--|--|-----|
| 20. | The system should allow you to keep the metadata when a record is destroyed.   |  | 5   |
| 21. | The system should allow users to track physical records.   |  | 1   |
| 22. | The system should allow users to search for records due for cut-off, destructions, accession, and frozen records.                          |  | 1   |
| 23. | The system should have a hold / freeze functionality – This prevents modifications to a record and halts the records management lifecycle. |  | 5   |
| 24. | The system should allow users to set a review date for vital records such as Disaster preparedness plan.                                   |  | 5   |
| 25. | The system should automatically notify records managers of records approaching their cut off and/or disposition dates.                     |  | 10  |
|     | TOTAL POINTS   |  | 124 |

| C. | BUSINESS PROCESS MANAGEMENT   | BIDDER   | FOR OFFICIAL USE ON |        | USE ONLY |
|----|---|----------|---------------------|--------|----------|
|    |   | RESPONSE | FEATU               | RE AVA | LABLE    |
|    |   |          | YES                 | NO     | POINT    |
| 1. | The system should allow users to model work processes with an intuitive graphical interface with drag and drop functionality.   |          |                     |        | 10       |
| 2. | The system should have an inherent Robotic Process Automation module that will enable Kenya Re to automate repetitive, routine work between multiple systems. The Robotic Process Automation should be code free, configurable by any non-technical user. |          |                     |        | 40       |
| 3. | The system should allow for creation of surveys. Surveys should be configurable without designing a full-fledged business process. The survey should be able to show reports from the data collected.   |          |                     |        | 10       |
| 4. | Send the document for review or approval right after import by kicking off automated business processes as soon as documents are processed.   |          |                     |        | 5        |
| 5. | The solution should enable administrators to automate a simple and complex processes without use of code / programming skills but by use of development kits inherent to the solution and not third-party software's.                                     |          |                     |        | 10       |



| 6.  | The system should be able automate document movement with rules-based routing workflows for simple tasks like renaming documents and emailing document changes.  |  | 5  |
|-----|--|--|----|
| 7.  | The system should support automatic filing documents in the correct folder on import and renaming them to follow a standard naming convention.   |  | 5  |
| 8.  | The system should allow for users to be able to invoke a workflow within a workflow.   |  | 5  |
| 9.  | The system should include several built-in activities to simplify workflow configuration.  |  | 5  |
| 10. | The system should include workflow tracking to improve accountability.   |  | 15 |
| 11. | The system should be able to accommodate ad hoc participation in the workflow environment.   |  | 5  |
| 12. | The system should allow for creation of custom VB.NET and C# scripts using a built editor.   |  | 1  |
| 13. | The system should allow the use of Windows Workflow Foundation (WF) to integrate primary applications with ECM workflows.  |  | 5  |
| 14. | The system should support security on the Workflow server to prevent unauthorized changes.   |  | 1  |
| 15. | The system Workflow engine should support exception handling.  |  | 1  |
| 16. | The system workflow should support a try-catch activity in the case a workflow receives an error.  |  | 1  |
| 17. | The system Workflow should support and include web services for integrations.  |  | 1  |
| 18. | The systems Workflow includes database activities to easily push and pull information from another database without any code.  |  | 10 |
| 19. | The System should have the ability of using Quick Fields Agent to schedule automated processing sessions around the clock, without operator intervention.  |  | 10 |
| 20. | The systems Workflow should support retrieving and inserting data into PDF Forms.  |  | 5  |
| 21. | The system should have the option to run a workflow based on an event in the repository or based on a schedule.  |  | 5  |
| 22. | The system should have the option of allowing an administrator to terminate a workflow manually.   |  | 5  |
| 23. | The Workflow display error or warning messages for each workflow run whenever such occurs.   |  | 1  |
| 24. | The system should be able to display pending documents and required actions at various stages within a business process, increasing visibility, removing bottlenecks and prompting timely responses from colleagues. |  | 20 |
| 25. | The system should allow users to graphically see the current step in an active workflow.   |  | 5  |
| 26. | The system should be able assign security on documents and folders dynamically.  |  | 10 |



| 27. | Should allow a Workflow server to connect to multiple servers and repositories.   |  | 10  |
|-----|---|--|-----|
| 28. | The system should have the ability to export/import a workflow.   |  | 5   |
| 29. | The workflow should allow for email and or SMS / Text notifications.  |  | 10  |
| 30. | The systems Workflow should support regular expressions to retrieve specific values from a string of text.  |  | 1   |
| 31. | Should have the ability to allow only administrators, process creators and business manager's access to reports.  |  | 5   |
| 32. | Should have the ability to generate visual reports on processes completed or pending.   |  | 10  |
| 33. | Should be able to schedule reports and send to specified email addresses.   |  | 1   |
| 34. | The system should be able to track exactly where documents are and who is working on each document.   |  | 10  |
| 35. | The system should be able to identify and correct performance issues by monitoring and analyzing the average time it takes for the process or process stage to run, which steps took the longest and how long it took each participant to complete their tasks. |  | 20  |
|     | TOTAL POINTS  |  | 268 |



| D.  | SOLUTION INTEGRATION   | BIDDERS  | FOR O | FOR OFFICIAL USE ONLY |       |  |
|-----|--|----------|-------|-----------------------|-------|--|
|     |  | RESPONSE | FEATU | ILABLE                |       |  |
|     |  |          | YES   | NO                    | POINT |  |
| 1.  | System should integrate with current KENYA RE's systems such as ERP System, Reinsurance System, Active Directory Microsoft SharePoint. Etc.  |          |       |                       | 30    |  |
| 2.  | System should provide web services for uploading and downloading documents and workflow activities.  |          |       |                       | 5     |  |
| 3.  | The system should have an out-of-the-box integrations included with the Microsoft Office 365 suite, including Word, Excel, PowerPoint, Excel and Outlook.                              |          |       |                       | 15    |  |
| 4.  | The system should have built-in activities available to automate the process of retrieving and updating information from third-party databases.  |          |       |                       | 5     |  |
| 5.  | The system integration should be in such a case that one can access any document stored in the repository with a unique URL or entry ID.   |          |       |                       | 5     |  |
| 6.  | The system should provide access to documents stored in the repository through Web Folders and other WebDAV extensions.  |          |       |                       | 5     |  |
| 7.  | The system should allow for customization of Web interfaces built on ASP.NET.  |          |       |                       | 5     |  |
| 8.  | The system should offer API's that supports .NET, C# and Java libraries.   |          |       |                       | 5     |  |
| 9.  | The solution should have a Code Library available to jump-start custom integrations from working examples with complete code samples.  |          |       |                       | 5     |  |
| 10. | System should support crystal reports integration.   |          |       |                       | 5     |  |
| 11. | System should connect with any multifunction device (scanner/copier)   |          |       |                       | 5     |  |
| 12. | Should be able to integrate to third party signature devices for signing sensitive documents such as contracts.  |          |       |                       | 10    |  |
| 13. | The system should Integrate with a wide variety of enterprise applications to run repeatable processes, such as updating metadata based on information stored in an external database. |          |       |                       | 5     |  |
| 14. | The system should integrate to industry standard Short Message Service (SMS) module / platforms.   |          |       |                       | 10    |  |
|     | TOTAL POINTS   |          |       |                       | 115   |  |



| E.  | SYSTEM ADMINISTRATION   | BIDDER   | FOR OFFICIAL USE ONLY |    |        |  |
|-----|---|----------|-----------------------|----|--------|--|
|     |   | RESPONSE | FEATURE AVAIL         |    | ILABLE |  |
|     |   |          | YES                   | NO | POINTS |  |
| 1.  | The solution's licensing model should include <b>unlimited servers</b> and <b>repositories</b> to support active clusters, offsite mirrors, test and development servers, data segregation, and multiple servers for remote offices or secure data. |          |                       |    | 30     |  |
| 2.  | The solution should be able to define user roles and manage session access rights through the Quick Fields Administration Console.  |          |                       |    | 20     |  |
| 3.  | The system should be administered through a Web-based Administration Console that can be accessed from platform.  |          |                       |    | 10     |  |
| 4.  | The solution's Administrative Console should provide a snap-in for Microsoft Management Console.  |          |                       |    | 10     |  |
| 5.  | The system should allow for troubleshooting with Event Tracing for Windows (ETW), supplemented by HTTP logging and real-time "console mode".  |          |                       |    | 10     |  |
| 6.  | The system should have error and warnings reporting system integrated with the Windows Event Log.   |          |                       |    | 5      |  |
| 7.  | The system should allow automation of administrative tasks with Windows PowerShell through Windows Management Instrumentation (WMI) or .NET interface.  |          |                       |    | 10     |  |
| 8.  | The system should allow for creation and configuration of templates/fields with minimal to no technical knowledge.  |          |                       |    | 20     |  |
| 9.  | The system should have a provision to set a password policy on system users.  |          |                       |    | 10     |  |
| 10. | Make session updates immediately available to relevant users by storing sessions on a centralized server for multiple users to access   |          |                       |    | 5      |  |
| 11. | The system should be able to automatically log users off after a period of inactivity.  |          |                       |    | 5      |  |
| 12. | The system should allow for updates and hotfixes to be downloaded by the organization from the support site.  |          |                       |    | 10     |  |
|     | TOTAL POINTS  |          |                       |    | 145    |  |



| F. | SYSTEMS STORAGE  | BIDDER   | FOR OFFICIAL USE ONLY |    |       |
|----|--|----------|-----------------------|----|-------|
|    |  | RESPONSE | FEATURE AVAILABLE     |    |       |
|    |  |          | YES                   | NO | POINT |
| 1. | The location of document data should be fully configurable and storable on any network location by UNC path. |          |                       |    | 20    |
| 2. | The system should have a separate document folder hierarchy from physical storage volumes.                   |          |                       |    | 10    |
| 3. | The system should allow for configuration of volume size and set rollover limits.                            |          |                       |    | 10    |
| 4. | The system should be able to migrate documents to different physical volumes.                                |          |                       |    | 10    |
| 5. | The system should store documents in non-proprietary TIFF and ASCII formats.                                 |          |                       |    | 20    |
| 6. | The system should support MSSQL and Oracle databases.  |          |                       |    | 40    |
|    | TOTAL POINTS   |          |                       |    | 110   |

| G. | SECURITY   | BIDDER   | FOR OFFICAL USE OF |    | USE ONLY |
|----|--|----------|--------------------|----|----------|
|    |  | RESPONSE |                    |    | ILABLE   |
|    |  |          | YES                | NO | POINT    |
| 1. | The system should have privilege rights controlling administrative functions.  |          |                    |    | 5        |
| 2. | The system should have feature rights controlling functions like scanning, printing, searching, and importing.   |          |                    |    | 5        |
| 3. | The system should have access rights determining the level of access to documents and folders for users or groups.   |          |                    |    | 5        |
| 4. | The system should support Single sign-on with Windows domain account in Active Directory and Password authentication using integrated LDAP support with the ability to enforce password policies, including length, complexity, and duration of passwords. |          |                    |    | 10       |
| 5. | The system should be able to enforce rights for both users and groups.   |          |                    |    | 10       |
| 6. | The system should support to configure maximum idle time before users are automatically logged out.  |          |                    |    | 5        |
| 7. | The system should allow administrators to allow or deny security rights explicitly through inheritance.  |          |                    |    | 5        |



| 8.  | The system should be able to secure documents and metadata through access control lists, security tags, feature controls and privileges.  |  | 10  |
|-----|---|--|-----|
| 9.  | The system should have the ability to securely redact sensitive portions of documents.  |  | 20  |
| 10. | The system should have various levels of audit tracking for compliance and accountability.  |  | 5   |
| 11. | The system should allow to control security permissions centrally or delegate to department heads.  |  | 5   |
| 12. | The system should have digital signatures available and have them stored securely.  |  | 5   |
| 13. | The system should support SSL for secure communication.   |  | 5   |
| 14. | The system should be able to secure deletions.  |  | 10  |
| 15. | The system should have a secure recycle bin with administrative control.  |  | 5   |
| 16. | The system should have the ability to force printouts to include security watermarks for tracking origins.  |  | 30  |
| 17. | The system should allow for administrators to perform administrative tasks, such as creating user accounts and setting security, with the desktop Administration Console or from any browser with the Web Administration Console. |  | 10  |
| 18. | The system should be able to track all successful and unsuccessful activity in the system and write it on a log file. For example, sign on, opened document, changed metadata, deleted, and modified system configurations.       |  | 5   |
| 19. | The system should allow for administrators to organize users into groups for easier security maintenance.   |  | 5   |
| 20. | The system should have dynamic security using advanced filter expressions.  |  | 5   |
| 21. | The system should have native and third-party encryption on the volumes.  |  | 5   |
| 22. | the system should allow administrators to set security so users can only access the information through the ECM client.   |  | 5   |
|     | TOTAL POINTS  |  | 175 |



| H.  | FORMS   | BIDDER   | FOR OFFICAL USE ONLY |    |       |  |  |
|-----|---|----------|----------------------|----|-------|--|--|
|     |   | RESPONSE | FEATURE AVAILABLE    |    |       |  |  |
|     |   |          | YES                  | NO | POINT |  |  |
| 1.  | The system should provide for an intuitive electronic Forms module.   |          |                      |    | 30    |  |  |
| 2.  | The Forms tool should have a WYSIWYG – 'What you see is what you get' modeler.  |          |                      |    | 10    |  |  |
| 3.  | The system should allow for creation of forms by dragging and dropping preconfigured fields.  |          |                      |    | 5     |  |  |
| 4.  | The system should allow for upload documents to the Forms and import it into the repository.  |          |                      |    | 5     |  |  |
| 5.  | Should allow for easy creation of field rules. For example, selecting YES will display an "Explain" field.  |          |                      |    | 5     |  |  |
| 6.  | The Forms should support querying a database based on a field value to auto populate fields with existing information.  |          |                      |    | 5     |  |  |
| 7.  | The system should be able to secure the forms to prevent unauthorized access.   |          |                      |    | 5     |  |  |
| 8.  | Forms should support variables to share information from one form to another.   |          |                      |    | 5     |  |  |
| 9.  | Forms should include a process modeler based on Business Process Modeler and Notation.  |          |                      |    | 5     |  |  |
| 10. | Should allow for easy creation of a workflow from Forms to route it from one user to another.   |          |                      |    | 5     |  |  |
| 11. | The Forms BPM should support exception handling.  |          |                      |    | 5     |  |  |
| 12. | Should allow users insert comments when approving a form.   |          |                      |    | 5     |  |  |
| 13. | Should allow administrators to secure forms with authentication and allow certain users/groups access to the form.  |          |                      |    | 5     |  |  |
| 14. | Should allow for administrators to make forms publicly available.   |          |                      |    | 5     |  |  |
| 15. | Should allow for insertion of text above or below the field without coding.   |          |                      |    | 10    |  |  |
| 16. | Should allow for use of CSS and JavaScript to extend the functionality of Forms.  |          |                      |    | 5     |  |  |
| 17. | Should allow user of HTML code on your form fields.   |          |                      |    | 5     |  |  |
| 18. | Should have a "tasks" page with a list of forms that require your attention.  |          |                      |    | 10    |  |  |
| 19. | Should have a "start" page with a list of forms you can initiate.   |          |                      |    | 5     |  |  |
| 20. | Should have a "Unassigned tasks" page with tasks that have not been assigned to any member of your team or you can elect to open the task and assign it to yourself.                    |          |                      |    | 5     |  |  |
| 21. | Should have a Completed Tasks page where all the tasks that you have completed and submitted will be located. Which should not allow users to change any of the tasks after submission. |          |                      |    | 5     |  |  |



| 22. | Should have a "submissions" page with a list of forms recently submitted by the user.   | 5   |
|-----|---|-----|
| 23. | Should have an" Action History" page which contains all the actions the task has already been through including previous submissions, approvals, etc. This tab will be used to see where the task is within the process.                    | 10  |
| 24. | Should have an intuitive tool to configure the colors, fonts and pictures on the form.  | 5   |
| 25. | Should provide users ability to access forms through a mobile app with same or similar functionality as from a computer with the ability to attach photos directly from the phone for submission.   | 20  |
| 26. | Should incorporate a designer where new forms can be created or upload a form business process xml from the computer. This should also contain a library of other forms where business processes can be easily created without use of code. | 5   |
| 27. | Should incorporate a themes tab where the look of a form can be easily changed e.g. adding logos, fonts, background etc   | 5   |
| 28. | Should have the ability to incorporate email notifications and Short Message Service / Text functionality.  | 10  |
| 29. | The system should incorporate Digital Signatures to indicate a document is authentic and that has been signed by a person and has not been modified since last signature was applied.   | 20  |
|     | TOTAL POINTS  | 225 |



| I. | ANALYSIS AND REPORTING  | BIDDER   | FOR OFFICAL USE ONLY |    |       |  |
|----|---|----------|----------------------|----|-------|--|
|    |   | RESPONSE | FEATURE AVAILABLE    |    |       |  |
|    |   |          | YES                  | NO | POINT |  |
| 1. | The system should have an out of the box reporting is required without having to deploy or procure any additional Business Intelligence (BI) tools. |          |                      |    | 30    |  |
| 2. | The system should have Real-time "dashboard" views required for management and operational activities.  |          |                      |    | 20    |  |
| 3. | The system should provide full audit reporting that will show granular level of details that appertain to a process workflow/document or Record.    |          |                      |    | 10    |  |
| 4. | Full overview of security settings is required – explain in detail.   |          |                      |    | 5     |  |
| 5. | Analysis of sensitive data and related user activities.   |          |                      |    | 5     |  |
| 6. | Explain in detail any exception reporting.  |          |                      |    | 5     |  |
| 7. | Reports and Dashboards should be available from any platform anywhere   |          |                      |    | 10    |  |
| 8. | The System should allow users to export the list contents to run reports with a csv file.   |          |                      |    | 5     |  |
|    | TOTAL POINTS  |          |                      |    | 90    |  |



| J   | THE OEM / VENDOR / SOFTWARE MANUFACTURER / OWNER OF THE SOFTWARE / THE SOLUTION / ECM  | BIDDER   | FOR OFFICAL USE ONLY FEATURE AVAILABLE |    |       |
|-----|--|----------|--|----|-------|
|     |  | RESPONSE |  |    |       |
|     |  |          | YES                                    | NO | POINT |
| 1.  | The OEM should have been in the Document management business / industry for over 10 years.   |          |  |    | 50    |
| 2.  | The OEM must be a Microsoft Gold Certified partner.  |          |  |    | 40    |
| 3.  | The Vendor should be an industry leader and listed in at least one quadrant of the Gartner Magic quadrants for Content services Platform either as a leader or Challenger as at December 2020. |          |  |    | 20    |
| 4.  | The OEM should have been deployed to at least 10 countries globally including Government, education, financial services and manufacturing institutions.  |          |  |    | 30    |
| 5.  | The solution Must support other languages such as French and Arabic  |          |  |    | 40    |
| 6.  | The solution being provided must not be open source or use open-source code.   |          |  |    | 10    |
| 7.  | The ECM solution Must have a cloud ready solution similar solution to the on-Premises solution.  |          |  |    | 30    |
| 8.  | The ECM solution must not charge per process or workflow.  |          |  |    | 50    |
| 9.  | The OEM / Vendor Must have a local partner who will implement the solution.  |          |  |    | 50    |
| 10. | The OEM must have an online community / Support site where training manuals and 'How to's' can be accessed easily.   |          |  |    | 50    |
|     | TOTAL POINTS   |          |  |    | 370   |



| K | MAINTENANCE AND SUPPORT   | BIDDER<br>RESPONSE | FOR<br>ONLY | OFFICA            | L USE |  |
|---|---|--------------------|-------------|-------------------|-------|--|
|   |   | FE <i>F</i>        |             | FEATURE AVAILABLE |       |  |
|   |   |                    | YES         | NO                | POINT |  |
| 1 | Describe how you handle additional support needs beyond the SLA agreed-upon support.              |                    |             |                   | 5     |  |
| 2 | Describe the support you provide to your clients during critical failure of the service/system.   |                    |             |                   | 5     |  |
| 3 | Describe available end user support models and what they address (e.g. Help with complex issues). |                    |             |                   | 5     |  |
|   | TOTAL POINTS  |                    |             |                   | 15    |  |



### Table 3 Functional /requirements evaluation

The table below is for official use only to evaluate the functional capability of your proposed solution vis a vis Kenya Re's requirements

| FOR OFFICIAL USE ONLY |               |               |  |
|-----------------------|---------------|---------------|--|
| SECTION NAME          | BIDDERS SCORE | MAXIMUM SCORE |  |
| Α                     |               | 163           |  |
| В                     |               | 124           |  |
| С                     |               | 268           |  |
| D                     |               | 115           |  |
| E                     |               | 145           |  |
| F                     |               | 110           |  |
| G                     |               | 175           |  |
| Н                     |               | 225           |  |
| I                     |               | 90            |  |
| J                     |               | 370           |  |
| K                     |               | 15            |  |
| TOTAL                 |               | 1800          |  |

For bidders to proceed to the next stage i.e. the Demo they must score <u>1740 out of the 1800</u>. This will be converted to 30 points which is equivalent to 29 points out of 30.



### **5.4 DEMO OF THE SOLUTION**

Successful bidders from the sections above will be called to Demo the solution randomly and for each function that is listed in the functional section above (**Section A – K).** Each functional requirement will carry **1 point**. To proceed to the financial evaluation stage bidders must score at least 28 out of 30.

|             |     | SECTION NAME                             | MAX SCORE | BIDDER SCORE | TOTAL SCORE |
|-------------|-----|--|-----------|--------------|-------------|
|             | 1.  | {E.g Section H.Forms (1)}                | 1 POINT   |              |             |
|             | 2.  | {E.g Section A .Document Management (1)} | 1 POINT   |              | 1           |
|             | 3.  |  | 1 POINT   |              | 1           |
|             | 4.  |  | 1 POINT   |              | 1           |
| Evaluator 1 | 5.  |  | 1 POINT   |              |             |
|             | 6.  |  | 1 POINT   |              |             |
|             | 7.  |  | 1 POINT   |              |             |
|             | 8.  |  | 1 POINT   |              |             |
|             | 9.  |  | 1 POINT   |              |             |
|             | 10. |  | 1 POINT   |              |             |
|             | 1.  | {E.g Section A .Document Management (3)} | 1 POINT   |              |             |
|             | 2.  | {E.g Section I .Document Management (1)} | 1 POINT   |              |             |
|             | 3.  |  | 1 POINT   |              |             |
| Evaluator 2 | 4.  |  | 1 POINT   |              |             |
|             | 5.  |  | 1 POINT   |              |             |
|             | 6.  |  | 1 POINT   |              |             |
|             | 7.  |  | 1 POINT   |              | _           |
|             | 8.  |  | 1 POINT   |              | _           |
|             | 9.  |  | 1 POINT   |              | <u>]</u>    |
|             | 10  |  | 1 POINT   |              |             |
|             | 1.  |  | 1 POINT   |              | <u>]</u>    |
|             | 2.  |  | 1 POINT   |              | <u>]</u>    |
|             | 3.  |  | 1 POINT   |              | <u>]</u>    |
|             | 4.  |  | 1 POINT   |              | <u>]</u>    |
|             | 5.  |  | 1 POINT   |              |             |
| Evaluator 3 | 6.  |  | 1 POINT   |              |             |
|             | 7.  |  | 1 POINT   |              | _           |
|             | 8.  |  | 1 POINT   |              | 1           |
|             | 9.  |  | 1 POINT   |              | 1           |
|             | 10. |  | 1 POINT   |              |             |



### **5.5 EVALUATIONS SUMMARY**

| EVALUATION SECTION                | TOTAL POINTS IN THE SECTION                | OVERALL POINTS |
|-----------------------------------|--|----------------|
| 5.2 (A) MANDATORY REQUIREMENTS    | MANDATORY                                  | -              |
| 5.2 (B)TECHNICAL EVALUATION       | 20 POINTS                                  | 20             |
| 5.3 FUNCTIONAL SPECIFICATIONS AND |  |                |
| EVALUATION                        | 1800 POINTS these will be converted to 30. | 30             |
| 5.4 DEMO OF THE SOLUTION          | 30 POINTS                                  | 30             |
| 5.6 FINANCIAL EVALUATION          | 20 POINTS                                  | 20             |
|                                   | TOTAL                                      | 100            |



### 5.6 TECHNICAL/FINANCIAL EVALUATION CRITERIA

Technical proposal will carry a weighting of **80**% marks and financial proposals will have a weighting of **20**% marks.

The formula in determining the financial score is as follows: - (The single currency for the price conversion is KENYA SHILLINGS)

 $SF = FM \times 100$ 

F

SF = Financial Score

FM = Lowest Financial Proposal

F = Financial Proposal under consideration.

The lowest bid will be given maximum financial score.

### 5.7 COMBINED FINANCIAL AND TECHNICAL SCORE

The evaluation results will be ranked on Combined Financial and Technical Score which is given as follows: -

 $S = S_t x T\% + S_f x P\%$ 

Where

 $S_{t--}$  = Technical Score

T = Technical Weighting

 $S_f$  = Financial Score

P = Financial Weighting

S = Combined Financial and Technical Score

### **5.8 CONFIRMATION OF QUALIFICATIONS**

Prior to award of the tender, Kenya Re will confirm the qualifications of the tenderer who submitted the lowest evaluated responsive tender, in order to determine whether the tenderer is qualified to be awarded the contract.



### **5.9 PERFORMANCE BOND**

The winning bidder will provide a Performance Bond of 10 % of the contract Sum before Commencement of the assignment.

### 6. TENDER SECURITY FORM/ BID BOND

### **TENDER SECURITY FORM**

(To be on the Letterhead of the Bank)

| Whereas  | (hereinafter called                                      |
|--|--|
| "the Tenderer") has submitted its ter            | nder date for the  |
| provision of <b>SUPPLY</b> , <b>INSTALLATION</b> | AND CONFIGURATION OF ELECTRONIC CONTENT                  |
| MANAGEMENT SYSTEM(ECM) (herein                   | nafter called "the Tender").                             |
| KNOW ALL PEOPLE by the                           | se present that WE                                       |
| of   | (hereinafter called "the Bank"), are bound unto          |
|  | (hereinafter called "the Employer") in the sum           |
| for which payment well and truly to be           | e made to the said Employer, the Bank binds itself , its |
| successors, and assigns by these presen          | its. Sealed with the Common Seal of the said Bank this   |
| day of   | 2021.  |
| THE CONDITIONS of this obligation are            | :  |
| 1. If the Tenderer withdraws its Tender          | er during the period of tender validity specified by the |
| Tenderer on the Tender Form; or                  |  |
|  |  |
| 2. If the Tenderer, having been notif            | fied of the acceptance of its Tender by the Employer     |
| during the period of tender validity             | :  |
| (a) fails or refuses to execute the              | ne Contract Form, if required; or                        |
| (b) fails or refuses to furnish                  | the performance security, in accordance with the         |
| Instructions to Tenderers;                       |  |

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.



\_\_\_\_\_

(Signature of the Bank)

### 7. GENERAL CONDITIONS OF CONTRACT

(j)

(k)

### 1. GENERAL PROVISIONS

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

| e following mear | nings:  |
|------------------|---|
| (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<br>these General Conditions of Contract (GC) are attached together<br>with all the documents of such signed Contract;   |
| (c)              | "Contract Price" means the price to be paid for the performance of the Services in accordance with Clause 6 herebelow;  |
| (d)              | "Foreign Currency" means any currency other than the Kenya Shilling;  |
| (e)              | "GC" means these General Conditions of Contract;  |
| (f)              | "Government" means the Government of the Republic of Kenya;   |
| (g)              | "Local Currency" means the Kenya Shilling;  |
| (h)              | "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract; |
| (i)              | "Party" means the Client or the Consultant, as the case may be and "Parties" means both of them;  |

"Personnel" means persons hired by the Consultant or by any

Subconsultant as employees and assigned to the performance of

"SC" means the Special Conditions of Contract by which the GC

the Services or any part thereof;

may be amended or supplemented;



**(l)** "Services" means the work to be performed by the Consultant

pursuant to this Contract, as described; and

(m) "Sub consultant" means any entity to which the Consultant

subcontracts any part of the Services in accordance with the

provisions of Clauses 3 and 4.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation and the

relationship between the Parties shall be governed by the Laws of Kenya.

1.3 Language This Contract has been executed in English language which shall be the

binding and controlling language for all matters relating to the meaning

or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in

> writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile

to such Party at the address specified.

1.5 Location The Services shall be performed at such locations as are specified 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** 

Any action required or permitted to be taken and any Representatives

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.

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** This Contract shall come into effect on the date the

Contract

Contract is signed by both Parties or such other later date as may be

stated.

**2.2 Commencement** The Consultant shall begin carrying out the Services

of Services

thirty (30) days after the date the Contract becomes effective or at such

other date as may be specified.

2.3 Expiration of

Unless terminated earlier pursuant to Clause 2.6, this



Contract

Contract shall terminate at the end of such time period, after the Effective Date, as is specified .

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..

### 2.6 Termination

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

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



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

For the purpose of this clause;

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

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

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

### 2.6.2 By the Consultant

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

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

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

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



#### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

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

#### 3.2 Conflict of Interests

**3.2.1 Consultant** (i) The r

Consultant (i) The remuneration of the Consultant pursuant to

Not to
Clause 6 shall constitute the Consultant's sole

Benefit from remuneration in connection with this Contract or

Commissions, the Services and the Consultant shall not accept

Discounts, for his own benefit any trade commission,

Etc.

discount or similar payment in connection with

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

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

### 3.2.2 Consultant and

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant



Affiliates Not to be Otherwise Interested in Project

and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the

**Interested in** Services and any continuation thereof) for any **Project** project resulting from or closely related to the

Services.

### 3.2.3 Prohibition of

Conflicting
Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

### 3.3 Confidentiality

The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### 3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

# 3.5 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed.

### **3.6 Reporting** The Consultants shall submit to the Client the reports



**Obligations** and documents specified in the form, in

the numbers, and within the periods set forth.

All plans, drawings, specifications, designs, reports and 3.7 Documents prepared by other documents and software submitted by the Consult-

the Consultant in accordance with Clause 3.6 shall become and

ant to Be remain the property of the Client and the Consultant

the Propertyshall, not later than upon termination or expiration of this

of the ClientContract, deliver all such documents and software to the Client together with a

detailed inventory thereof.

### **CONSULTANT'S PERSONNEL**

**4.1 Removal** (a) Except as the Client may otherwise agree, no changes and/or shall be made in the Key Personnel. If for any reason

beyond the reasonable control of the Consultant, it Replacement

Of Personnel becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- If the Client finds that any of the Personnel have (i) (b) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### 5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and The Client shall use his best efforts to ensure that

**Exemptions** he provides the Consultant such assistance and exemptions as may be

necessary for due performance of this Contract.

5.2 Change in the If after the date of this Contract, there is any **Applicable Law** 

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 necessary.

### 6. PAYMENTS TO THE CONSULTANT

### 6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the

Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Payment for Additional Services For the purposes of determining the remuneration due for additional services as may be agreed under

Clause 2.4, a breakdown of the lump-sum price shall be provided.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment

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

### 7. SETTLEMENT OF DISPUTES

### **7.1** Amicable Settlement The Parties shall use their best efforts to settle

amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 7.2 Dispute Settlement

Any dispute between the Parties as to matters

arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.



### ANNEX 1: MANUFACTURERS AUTHORISATION FORM

### **Authorization Form**

(To Be Submitted On Manufacturer's Letterhead)

| Name and Capacity of duly authorized person signing on behalf of the Manufacturer            |
|--|
| Signature of duly authorized person for and on behalf of the Manufacturer.                   |
| DATED THIS DAY OF 20   |
| goods offered for supply by the above firm against the Invitation to Tender.                 |
| WE HEREBY extend our full guarantee and warranty as per the Conditions of Contract for the   |
| and Description) in respect of the above goods manufactured by us.                           |
| for(Insert RFX number  |
| is authorized by us to transact in the goods required against your RFX No.                   |
| (name and address of Supplier)   |
| location of factory(ies) where goods to be supplied are manufactured) do hereby confirm that |
| (full address and physical   |
| description of the goods) having factories at  |
| established and reputable manufacturers of(name and  |
| WHEREAS WE ( <i>Name of the manufacturer</i> ) who are                                       |
|  |
| miowichyarc.co.kc  |
| info@kenyare.co.ke   |
| Tel: +254 20 2202000, +254 703 083 000, Email: <u>kenyare@kenyare.co.ke</u> , or             |
| Kenya Reinsurance Corporation, Reinsurance Plaza, Nairobi, Kenya,                            |
| 10:  |

### **NOTES TO TENDERERS AND MANUFACTURERS**

- Only a competent person in the service of the Manufacturer should sign this letter of authority.
- Manufacturers Shall seal the manufacturer's authorization.





### KENYA REINSURANCE CORPORATION LIMITED

### ANTI - CORRUPTION POLICY

Kenya Re has committed itself to "Zero" tolerance on corruption and working with the government and other agencies in tackling the vice. Part of our corporate values is "integrity"; Kenya Re does not engage in corruption or any form of unethical inducement or payment including facilitation payments and "kickbacks".

In order to achieve this, Kenya Re is committed to ensure that:

- No form of bribery or corruption is tolerated.
- Strong internal controls to avert any form of corruption are put in place at all times.
- All employees avoid any activities that might lead to or suggest a conflict of interest with the business of the Corporation.
- Employees declare gifts accepted or offered which will be subjected to managerial review.
- A strong corporate governance framework which encompasses accountability, transparency, participation, equality, rule of law, capacity and competence and responsiveness to people's needs is consistently embraced.
- Immoral behaviour, favouritism, discrimination and nepotism are not tolerated.
- All corruption cases reported by any employee are handled expeditiously and fairly.
- The protection of the identity of persons making corruption disclosures and also take all
  possible actions to protect individuals subject to unfair or malicious allegations.
- For disciplinary cases, the process as detailed in the HR Policy will be followed.
- Staff are continuously sensitized and trained on matters of ethics and integrity once every year.

This policy document shall be reviewed from time to time at such intervals as management may determine.

Jadiah Mwarania, OGW Managing Director

Date 24/08/2020





# INFORMATION SECURITY POLICY

It is the policy of the Kenya Reinsurance Corporation (Kenya Re) that information confidentiality, integrity, and availability requirements, needs and expectations of interested parties are identified and that information is protected through a systematic process of risk assessment and risk treatment to satisfy, as appropriate, interested parties and needs of the Corporation in consideration of its mission to provide risk management solutions that secure the future and create value for stakeholders.

To ensure the integration and effective management of information security practices within Kenya Re, an Information Security Management System (ISMS) has been established, implemented, maintained, and shall be continually improved in accordance with the requirements of ISO/IEC 27001. The management system shall be independently audited for conformity at least once annually and results reported to the Managing Director.

As part of this framework, measureable information security objectives shall be established and monitored in the Corporation at all departmental levels. The overall performance of the ISMS shall be reviewed by the Management at planned intervals, and at least once annually or in the event of significant changes to ensure the continuing suitability, adequacy, and effectiveness of the ISMS.

The Corporation is committed to:-

- Establishing, implementing, maintaining, and continually improving the ISMS in accordance with the requirements of ISO/IEC 27001,
- · Establishing and reviewing Information Security objectives at all Functions,



- · Managing of information security risks through risk assessment and treatment,
- Reviewing the ISMS at planned intervals and in the event of significant changes to ensure its continuing suitability, adequacy, and effectiveness, and
- Providing assurance to interested parties of the Corporation's information security capability and commitment in meeting their requirements and expectations though third party audits.

This policy shall be communicated and understood internally by all employees, and externally by all other stakeholders as well (through our website www.kenyare.co.ke).

JADIAH MWARANIA, OGW MANAGING DIRECTOR

DATE: 24/08/2020





### KENYA REINSURANCE CORPORATION LTD

### **QUALITY POLICY**

As a leading Reinsurer in our chosen markets, we commit to:

- Provide risk management solutions that secure the future and create value for stakeholders
- Comply with International Standards as well as Quality Management System (QMS) requirements as outlined in ISO 9001
- Comply with all applicable regulatory and statutory requirements, and any other requirements that may not be statutory/regulatory.

We undertake to realize the above by keeping tabs on our Corporate Performance Objectives:

- Financial performance: Achieve sustainably robust financial performance to grow stakeholder value
- Business process: Maintain systems and processes that address business needs and stakeholder interests
- Business development: Grow and diversify quality portfolios for business sustainability
- Risk management: Maintain robust risk management initiatives in order to achieve corporate objectives
- v. **People and culture:** Develop human resource capabilities and culture to match the Corporation's performance requirements

Consistent with this policy, specific quality objectives are established at relevant functions and levels within the Corporation. By mutual encouragement, commitment and cooperation through teamwork, all Kenya Re employees will perform their tasks diligently towards the achievement of our quality objectives, and continual improvement of the quality management system.

This policy shall be communicated and understood internally by all employees, and externally by all other stakeholders as well (through our website <a href="www.kenyare.co.ke">www.kenyare.co.ke</a>). It shall be reviewed for continuing suitability taking into account changing Quality Management Systems and other practices.

DATE: 24/08/2020

JADIAH MWARANIA, OGW

MANAGING DIRECTOR

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