

# **AGRICULTURAL FINANCE CORPORATION**



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**TENDER NO: AFC/003/02/2018**

**TENDER NAME: PROVISION OF E-BOARD SYSTEM**

**Closing Date: Friday, 16<sup>th</sup> March, 2018 at 12.00  
Noon**

**Negotiation No. 638680**

**Issued by the Agricultural Finance Corporation: February, 2018**

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## **Introduction**

The Agricultural Finance Corporation (AFC) is in the process of automating its business processes. Although the Corporation has implemented various solutions, the board meeting business process is largely handled manually. In the course of handling pre-meeting and post-meeting processes, the Corporation generates numerous manual records during the preparation, storage, retrieval and distribution of information.

There is therefore need for systems that will facilitate effective automation of the entire meeting cycle while at the same time provide a secure platform for board members to access information. It is expected that by automating its processes and procedures, the Corporation will improve efficiency and effectiveness in service delivery.

## **Problem Statement**

1. The AFC lacks a Board Management System that can fully automate the administrative business process and at the same time provide a collaborative board meeting platform
2. There is no central repository of board related documents, version control and archiving, making it difficult to access previous board resolutions, reports and minutes/agenda
3. In preparation for meetings, a lot of resources are exhausted in printing paper and toners to provide the board papers for each board member causing unnecessary overhead costs
4. There is lack of audit trail on accessibility and distribution of board meeting papers
5. There is a limited platform through which board members can access information.

## **Objectives of the Assignment**

- i. To implement a solution that will address the Automation of the entire meeting cycle for the Board, Committees and Management meetings.
- ii. Facilitate the dissemination/distribution of board papers in soft copies
- iii. Reinforce secure, restricted access to board information
- iv. Improve efficiency and effectiveness in the business process
- v. Ensure that all users sufficiently trained from Directors, Secretaries and IT Administrators.

## **Scope of Work**

The Scope of work will include:

- a) The supply and configure a hosted Board Management System with a Web and Mobile interface.
- b) Setup of necessary IT security measures for the system that includes security for the Application, Mobile Access and Web Access.
- c) Supply and installation/setup of the appropriate client software and licenses.
- d) Training of users i.e. Board and committee members, secretariat and system administrators (ICT).
- e) Provision of warranty after successful commissioning (go-live) of system.
- f) Provision of support after going live.
- g) Preparation and timely submission of project reports.
- h) Provision of cloud hosting with unlimited data storage and bandwidth for the first year. Depending on storage and bandwidth utilization for the first year, the successful firm may negotiate to review the price for the second/third year of the contract period.

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## SECTION I - INVITATION FOR TENDERS

**DATE:** 27<sup>th</sup> February, 2018

**Tender No.** AFC/003/02/2018-2019

**Name:** Provision of E-Board System

The **Agricultural Finance Corporation** invites sealed tenders from eligible candidates for Provision of E-Board System Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Bidders are expected to participate through IFMIS. Please login to: <http://ifmisapp01.treasury.go.ke> In case of any query, please use the following addresses:

**procurement@agrifinance.org**

**The Managing Director  
Agricultural Finance Corporation  
P.O. Box 30367 – 00100  
NAIROBI**

The bids should be received in IFMIS on or before **Friday, 16<sup>th</sup> March, 2018 at 12.00 Noon.**

Tenders will be opened through IFMIS immediately thereafter, in the presence of the tenderers or their representatives who choose to attend the opening at **3<sup>rd</sup> Floor of Development House, along Moi Avenue, the AFC/ADC Conference Hall, at 2.30pm.**

## *SECTION II- INSTRUCTIONS TO TENDERERS*

### **Eligible Tenderers**

This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

The Agricultural Finance Corporation's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Agricultural Finance Corporation to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

Tenderers involved in the corrupt or fraudulent practices or debarred from participating in Public Procurement shall not be eligible.

### **Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Agricultural Finance Corporation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process

The price to be charged for the tender document shall not exceed Kshs N/A in case we use restricted tender procurement method

### **Contents of Tender Document**

The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers

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- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Form of Tender
- (v) Price Schedules
- (vi) Confidential Business Questionnaire Form

The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **Clarification of Tender Documents**

A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Agricultural Finance Corporation will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

The Agricultural Finance Corporation shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **Amendment of Tender Documents**

At any time prior to the deadline for submission of tenders, the Agricultural Finance Corporation, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Agricultural Finance Corporation, at its discretion, may extend the deadline for the submission of tenders.

## **Language of Tenders**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Agricultural Finance Corporation, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Declaration Form.

## **Form of Tender**

The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **Tender Prices**

The tenderer shall indicate on the form of tender, and the appropriate Price Schedule, the unit prices and total tender price of the services it proposes to provide under the contract.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5



## 2.10. Tender Currencies

### 2.10.1 Prices shall be quoted in Kenya Shillings

#### **Tenderers Eligibility and Qualifications**

Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Agricultural Finance Corporation's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

#### **Validity of Tenders**

Tenders shall remain valid for 120 days after date of Tender Opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Agricultural Finance Corporation as non-responsive.

In exceptional circumstances, the Agricultural Finance Corporation may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

#### **Format and Signing of Tenders**

#### **Preparation of Proposal**

The Service Provider's proposal shall be written in English language

#### **Technical Proposal**

In preparing the technical proposal, Service Providers are expected to examine the documents including this tender in detail. Material deficiencies in providing the information requested may result in rejection of a proposal

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While preparing the technical proposal, Service Providers must give particular attention to the following:

For assignments of staff time basis, the estimated number of professionals' staff days is given in Appendix "A". The proposal shall however be based on the number of professional staff days estimated by the firm.

It is desirable that the majority of the key professional staff proposed in the proposal be permanent employees of the firm or have an extended and stable working relationship with it.

Proposed professional staff must have the experience indicated in Appendix "A" preferably working under conditions similar to those prevailing in the clients business environment.

Alternative professional staff shall be proposed and only one Curriculum Vitae (CV) may be submitted for each position

The Technical proposal shall provide the following information using the attached standard form:

Any comment or suggestions on the terms of reference, a list of services and facilities to be provided by the client

A description of the methodology and action plan for Implementation and Maintenance of Business Intelligence & Self Service Data Visualization Software.  
A list of the proposed staff team by specialty, the tasks that would be assigned to each staff member and their timing

CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include the number of years worked for the firm/entity and the degree of responsibility held in various assignments during the last ten (10) years.

Estimates of the total staff input (professional and support staff time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.

Any additional information requested in Appendix "A"

The technical proposal shall not include any financial information

## Financial Proposal

In preparing the financial proposal, Service Providers are expected to take into account the requirements and conditions outlined in the tender documents. The financial proposal should follow standard forms in preparing the financial proposal as follows:-

- a) Form of Tender
- b) Tender-Securing Declaration Form

The financial proposal should clearly identify as a separate amount taxes, duties, fees, levies and other charges imposed under the law on the company. Service Providers shall expressly price their services in Kenya shillings

Commissions and gratuities, if any, paid or to be paid by the Service Providers and related to the Supply, Implementation and Maintenance of Business Intelligence & Self Service Data Visualization Software will be listed in the financial proposal submission form

The proposal must remain valid for thirty (120) days after the submission date. During this period, the Services Provider is expected to keep available, at his own cost, the professional staff proposed for the Implementation and Maintenance of Business Intelligence & Self Service Data Visualization Software. 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 company that do not agree have the right not to extend the validity of their proposals

## 2.15 Deadline for Submission of Tenders

**2.15.1** Tenders must be received through **IFMIS** System by **Friday, 16<sup>th</sup> March, 2018 at 12:00 Noon**.

**2.15.1.1** The Agricultural Finance Corporation may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.16 Modification and Withdrawal of Tenders

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**2.16.1** The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

**2.16.2.1** The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

**2.16.3** No tender may be modified after the deadline for submission of tenders.

## Opening of Tenders

The Agricultural Finance Corporation will open all tenders through **IFMIS** in the presence of tenderers' representatives who choose to attend, **at 2:30 pm, 16<sup>th</sup> March , 2018** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

The Agricultural Finance Corporation will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## Clarification of Tenders

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

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

## **Preliminary Examination and Responsiveness**

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

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

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

Prior to the detailed evaluation, pursuant to paragraph 2.20, the Agricultural Finance Corporation will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the Agricultural Finance Corporation and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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## Proposal Evaluation

### General

From the time the bids are opened to the time the contract is awarded, if any Service Provider wishes to contact the client on any matter related to this proposal, he should do so in writing at the address indicated in Appendix "A". Any effort by the firm to influence the client in the proposal evaluation, proposal comparison or contract award decisions may result in rejection of the consultant's proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposal until the technical evaluation is concluded.

The evaluation committee appointed by the client shall evaluate the proposal on the basis of their responsiveness to the Terms of Reference applying the evaluation criteria as follows:

### TERMS OF REFERENCE

**2.3.1** The following terms of reference will be used as part of the mandatory requirements during our Preliminary/Technical & Financial Evaluation process

1. Certificate of Incorporation /Registration Certificate
2. Valid Tax Compliance Certificate
3. Valid Vat Certificate/Valid Pin Certificate
4. Attach Director's ID card copies
5. Ensure Form of Tender and Confidential Business Questionnaire pages are dully filled and signed by Company authorized Directors
6. Experience installing the system for three (3) years.
7. Financial Audited Accounts Statements for the last 3 years
8. Demonstrate at least 2 sites where the solution has been implemented for a similar client.
9. Technical specialists with at least three (3) years' experience installing and configuring the Electronic Management Systems.
10. The Bidder MUST respond and reference to all clauses with a detailed submission.
11. The bidder must provide a written statement on the following security feature of the system, declaring any past or existing vulnerability experienced in the

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system and any known breaches to date.

12. Bidder must be able to demonstrate the technical specifications.

13. Dully filled Form of Tender

## Preliminary Evaluation

The Preliminary Evaluation's purpose is to look at mandatory requirements needed to operate as a company; this does not have any score but it is marked Yes/No and if a Firm gets even One (1) No, it is disqualified at that stage. Please upload the following mandatory requirements for Preliminary Evaluation:

## Technical Deliverables

- a) Inception Report giving a detailed understanding of the assignment;
- b) Project charter;
- c) A detailed work plan with the resource requirements schedule;
- d) Risk management report;
- e) Functional Requirements Design;
- f) Weekly status reports;
- g) Training of administrators and end users;
- h) Installed and commissioned E-Board system;
- i) Installed and configured supporting hardware and software systems as applicable;
- j) Final project report;
- k) Warranty of 1 year for software;
- l) Service level agreement(SLA);
- m) Post-Implementation Maintenance and Support
  - Process for reporting system failure
  - Methods of contacting technical support and escalation procedures
  - Standard warranty and maintenance for each component propose
  - Upgrade path & annual support fee for the software
- n) Post-implementation report (technical and executive)

Evaluation Criteria

## Mandatory/Preliminary Evaluation

	Criteria	Mandatory
1.	Certificate of Registration	Yes
2.	Valid tax compliance certificate	Yes
3.	Attach Director(s) National ID Card Copies	Yes
4.	Confidential Business Questionnaire pages are dully filled and signed by Company authorized Directors	
5.	Integrity Declaration Form	Yes
6.	Non-Debarment Statement Form	

## Technical Evaluation

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Criteria	Marks
Bidders Qualifications	60%
Security and Infrastructure	9%
General Requirements of the System	9%
System Features	3%
Other System Requirements	3%
Reports	1%
Device Compatibility, Standards and Security	1%
Member Management	1%
Meeting Management	7%
Communication	1%
Database	1%
Licenses	1%
Warranty	1%
SLA	2%

## Bidder's Qualification and Technical Specifications

S/N	Capability	Marks
1.	<p>The bidder must demonstrate thorough knowledge on the business process and therefore should have experience installing the system for three (3) years.</p> <ul style="list-style-type: none"> <li>3 Years and above: 5Marks</li> <li>1 - 2 Years: 3 Marks</li> <li>0 – 1 Years: 1 Marks</li> </ul>	<b>5%</b>
2.	Financial Audited Accounts Statements for the last 3 years.	<b>10%</b>
3.	<p>The bidder is expected to give a list of 5 sites and besides this, demonstrate at least 2 sites where the solution has been implemented for a similar client. The Evaluation team may contact these references to ascertain level of implementation and customer satisfaction</p> <ul style="list-style-type: none"> <li>Reference Letters, Case Studies and LPO's: <b>10 Marks</b></li> <li>Reference Letters and Case Studies only: <b>7 Marks</b></li> <li>Case Studies only: <b>4 Marks</b></li> </ul>	<b>10%</b>
4.	Technical specialists with at least three (3) years' experience installing and configuring the Electronic Management Systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and commissioning the system.	<b>10%</b>



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	<p>Besides the Technical Specialists, there should be additional IT support staff available in Kenya.</p> <p>5 specialists with relevant certificates: <b>5 Specialist= 5 Marks</b></p> <p>3 IT Support Staff: <b>5 Support Staff = 5 Marks</b></p> <p>No specialists or support staff provided: <b>0 Marks</b></p>	
5.	<p><b>The Bidder MUST respond and reference to all clauses with a detailed submission.</b></p> <p>A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the service to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required. A YES/NO is not sufficient response.</p>	<b>5%</b>
6.	<p>The bidder must provide a written statement on the following security feature of the system, declaring any past or existing vulnerability experienced in the system and any known breaches to date.</p> <p><b>a. Statement on any Vulnerability experienced: 5 Marks</b></p> <p><b>b. Document Encryption and Decryption</b> (must demonstrate details on decryption standards also): <b>5 Marks</b></p> <p><b>c. Two Factor Authentication for Mobile Devices and Web-Interface: 5 Marks</b></p> <p><b>d. Audit Standards for Cloud Hosting SaaS: 5 Marks</b></p> <p><b>e. Network Encryption Standards: 5 Marks</b></p> <p><b>f. Very Strong SaaS ISO Certification: 5 Marks</b></p> <p><i>Bidders should include any additional security controls such as role based access and key management.</i></p>	<b>30%</b>
7.	<p><b>Technical Specifications</b></p> <p>Bidder must be able to demonstrate the technical specifications. Pg 18-22</p>	<b>30%</b>
	<b>TOTAL</b>	<b>100%</b>

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## Technical Specifications

Item	Technical Specifications	Compliance Statement (YES/NO)	Detailed Description and Cross Reference	Marks
<b>A)</b>	<b>Security and Infrastructure</b>			
	<b>Password encryption</b>  All passwords must be encrypted using a minimum of 128 Bit encryption. Preferably higher standards that cover both symmetrical and asymmetrical encryption will be considered.			<b>1</b>
	<b>Controlled Access</b>  User roles & privileges to control what users can view/modify/delete			<b>0.5</b>
	Must be a Web Based service accessible over the internet			<b>1</b>
	<b>Cloud Based</b>  The system must be hosted and allow access over the internet on 1 24x 7 basis from anywhere in the world.  Specify the ISO Certification for the hosting service			<b>0.5</b>
	<b>Redundancy &amp; Backup</b>  The system should be hosted in at least 2 separate locations which are being backed up daily.  In the event of the failure of one of the data centers, all requests should be automatically directed to the backup data center.			<b>0.5</b>
	<b>Security Protocols</b>  System must provide secure protocols such as HTTPS/TLS to access the site.  Solution must be "SAS 70 Type II Security			<b>0.5</b>

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	Certified"			
	<b>Availability</b> The solution provider must be willing to provide a Service Level Agreement committing to the following:- <ul style="list-style-type: none"> <li>• Give 99% and above availability assurance.</li> <li>• Data backup is the responsibility of supplier as the solution is on cloud</li> </ul> The provider must have support assure less than 3 hours call to fix times			<b>0.5</b>
	<b>Accessibility</b> Users should be able to access all modules of the system using a PC, Laptop, iPad, Android Tablet, Smart phone with a browser and an internet connection.			<b>1</b>
	<b>Administration</b> Provide an administration module so the custodian of the system can enable/disable users, give access rights and privileges to different users and setup basic system setups i.e. The system should have an Admin portal and user portal. The system must run with multiple users logged in. User training available and takes at least 3 days			<b>0.5</b>
<b>B)</b>	<b>General Requirements of the System</b>			
	The system must be cloud with both (LAN and WAN) capabilities / client- server based networked system.			0.5
	The Bidder to demonstrate the system's ability to support the administrators to bring forward actions from previous meetings when setting up meetings.			0.5
	Indicate the both the Application and Web Based Security features and demonstrate encryption standards for various format documents (pdf, word, excel, PowerPoint, etc)			1

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	Vendor should demonstrate secure decryption standards.			0.5
	Vendor must provide unlimited storage capacity to the hosting.			1
	The system should be designed for low bandwidth internet use.			0.5
	System should be available through the internet. HTTPS connection is required for access through Internet.			0.5
	The proposed system shall have defined user access level with a simple and easy to use App interface that can be navigated by a novice computer user.			0.5
	The system should be user friendly, menu driven, user definable, extensive parameter driven and field level help features.			1
	The system should enable customization to ensure a corporate look and feel.			0.5
	The system should send notifications alerts to Directors/senior management whenever a new document has been posted.			0.5
	The system should provide audit trail to track unauthorized access.			1
	The system should enable a presenter to direct meeting participants to web content during a meeting			0.5
<b>C)</b>	<b>System Features</b>			
	Enable the publishing of announcements.			1
	The system should have features to setup critical documents such as strategic plans, forecasts and calendar.			0.5
	The system should have Director/Director Management module which allows capturing of Directors/Directors profile, their resumes, attendance report, evaluation of board effectiveness, define committee and committee members			0.5
	The system should have module to facilitate capturing of such activities as meeting scheduling, sending meeting reminders, capturing meeting agendas etc.			0.5

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	The BMS shall have state of Top security and system wide audit trail. Kindly provide details of security features built in the system to protect data on transmission.			0.5
<b>D)</b>	<b>Other System Requirements</b>			
	<p><b>Integration:</b> The system should have capability to integrate with the existing communication systems.</p> <p>Should also integrate easily with Microsoft Office products, support multiple browsers as well as Windows/Android/Apple tablets or any other equivalent.</p>			0.5
	<b>Evaluations Module:</b> The system should be flexible enough to allow for different types of board evaluation and allow the user responsible to define their own questions for each evaluation.			1
	<b>Minutes:</b> Provide an interface for the Board Secretary to take minutes			0.5
	<b>Modules:</b> Committee Secretaries to capture the Agenda, Reports & Minutes of meetings directly into the system, capture actions to be taken and by whom and by what date			1
<b>E)</b>	<b>Reports</b>			
	<p>The system should have a feature that organizes reports and file as per the user requirements.</p> <ul style="list-style-type: none"> <li>• Project Reports – tracking status of projects</li> <li>• Board Effectiveness Reports</li> <li>• Attendance Reports</li> </ul>			0.5
<b>F)</b>	<b>Device Compatibility, Standards and Security</b>			
	Provide an App to be used on iPad/Android, iPhone, Windows PC to be accessed online & Offline. Indicate minimum Operating system			0.5
<b>G)</b>	<b>Member Management</b>			

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	Access to current roster of board and committee member data such as profile, contact information			1
	Provide regular email digests with basic information on meeting schedules, links to meeting materials, and assigned tasks			0.5
<b>H)</b>	<b>Meeting Management</b>			
	functionality to automatically send meeting Notifications and reminders by calendar			1
	The system should be able to restrict access of meeting files to only authorized members			0.5
	Built-in voting module to record the voting and poll results which are then viewable to applicable members			0.5
	Member's quick access organized board books, meeting documents, minutes etc. including remote access by members			0.5
	Configure meeting roles to demonstrate strict access to documents e.g. preventing printing, preventing downloads to desktop.			1
	Generate/extract reports from action trackers with status indicating (complete, pending, etc) and ability to send reminder notifications. (Provide Sample)			0.5
	The system should enable uploading of all format documents without making file conversions (Word, Excel, Powerpoint, Access, Jpeg, Txt, PDF.)			1
	The system should allow uploading updated versions of documents and an option to retain or remove previous versions.			0.5
	The system should enable extracting meeting pack and to send it out as a single attachment.			0.5
	The system should enable administrators to bring forward actions from previous meetings when setting up meetings			0.5
	The system should enable the cross referencing of documents in a meeting			0.5

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### Definitions

In this contract the following terms shall be interpreted as indicated:

- a) **"The contract"** means the agreement entered into between the Agricultural Finance Corporation and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) **"The Contract Price"** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) **"The services"** means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Agricultural Finance Corporation under the Contract.
- d) **"The Procuring Entity"** means the organization sourcing for the services under this Contract.
- e) **"The contractor"** means the individual or firm providing the services under this Contract.
- f) **"GCC"** means general conditions of contract contained in this section
- g) **"SCC"** means the special conditions of contract
- h) **"Day"** means calendar day

### Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### Standards

- 3.3.1** The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

### 3.5 Patent Right's

The tenderer shall indemnify the Agricultural Finance Corporation against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### Inspections and Tests

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The Agricultural Finance Corporation or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract Specifications. The Agricultural Finance Corporation shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Agricultural Finance Corporation.

Should any inspected or tested services fail to conform to the Specifications, the Agricultural Finance Corporation may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Agricultural Finance Corporation.

Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **Payment**

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

## **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

## **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

## **Termination for Default**

The Agricultural Finance Corporation may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Agricultural Finance Corporation.



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- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Agricultural Finance Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Agricultural Finance Corporation terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Agricultural Finance Corporation for any excess costs for such similar services.

## **Termination of insolvency**

The Agricultural Finance Corporation may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Agricultural Finance Corporation.

## **Termination for convenience**

The Agricultural Finance Corporation by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Agricultural Finance Corporation convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

For the remaining part of the contract after termination the Agricultural Finance Corporation may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

## **Resolution of disputes**

The Agricultural Finance Corporation's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

## Governing Language

The contract shall be written in the **English Language**. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

## Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security where applicable, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

## Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## ***SECTION IV - SPECIAL CONDITIONS OF CONTRACT***

### ***Notes on Special Conditions of Contract***

- 1.** The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.
- 2.** The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Procuring Entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a)** Information that complement provisions of Section III must be incorporated; and

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- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.
5. **The contract shall be for a period of one year.**
6. No Brokers/Agents may participate in this tender and MS Providers shall respond directly.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### 4.0 MANDATORY EVALUATION CONDITIONS TO BE MET BY THE SERVICES PROVIDERS

- 4.1. Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.  
Experience installing the system for three (3) years.  
Financial Audited Accounts Statements for the last 3 years  
Demonstrate at least 2 sites where the solution has been implemented for a similar client.  
Technical specialists with at least three (3) years' experience installing and configuring the Electronic Management Systems.  
The Bidder MUST respond and reference to all clauses with a detailed submission.  
Bidder must be able to demonstrate the technical specifications.  
Dully filled Form of Tender  
Must submit copies of the following documents;
- Copy of Certificate of Incorporation /Registration Certificate
  - Copy of PIN / Vat Certificate
  - Copy of Valid Tax Compliance Certificate
  - Dully filled Confidential Business Questionnaire FORM S33 and signed by
  - Company authorized Directors

## *SECTION V- STANDARD FORMS*

### Notes on the standard Forms

#### **1. Form of Tender**

The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

#### **2. Price Schedule Form**

The price schedule form must similarly be completed and submitted with the tender.

#### **3. Confidential Business Questionnaire Form**

This form must be completed by the tenderer and submitted with the tender documents.

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## Form of Tender

To: Agricultural Finance Corporation

Date: \_\_\_\_\_

Tender No: \_\_\_\_\_

Tender Name: \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Services under this tender in conformity with the said Tender document for the sum of .....  
[Total Tender amount in words and figures] broken down as follows:-  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

[Signature] \_\_\_\_\_ [In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

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## CONFIDENTIAL BUSINESS QUESTIONNAIRE (Form ss 33)

You are requested to give the particular indicated in Part 1 and either Part 5(a) or 5(b) Whichever applies to your type of business.

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

### Part 1- General:

Business Name .....

Location of business premises .....

Plot No. .... Street/Road .....

Postal Address .....Tel. No.....

Email No .....

Nature of business .....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

### Part 2 – Registered Company:

Private or Public .....

State the nominal and issued capital of the company –

Nominal KES. ....

Issued KES. ....

Give details of all Directors as follows

NO Name Nationality Citizenship Details Shares Country

S.no	<b>Name</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>Shares</b>
1				
2				
3				
4				

**Date**..... **Signature of Tenderer** .....

## TENDER-SECURING DECLARATION FORM

The Bidder shall complete in this Form in accordance with the instructions indicated

Date: ----- (as day, month and year) of Bid Submission]

Tender No. ----- [insert number of bidding process]

To: -----[insert complete name of Purchaser]

We, the undersigned, declare that:

**1.** We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.

**2.** We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of -----[insert number of months or years]starting on -----[insert date],if we are in breach of our obligation(s) under the bid conditions, because we –

**(a)** Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

**(b)** Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity;

**(i)** Fail or refuse to execute the Contract, if required, or

**(ii)** Fail or refuse to furnish the Performance Security, in accordance with the ITT.

**3.** We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of;

**(i)** Our receipt of a copy of your notification of the name of the successful Bidder; or

**(ii)** Twenty-eight days after the expiration of our Tender.

**4.** We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ----- [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ..... day of .....,..... [Insert date of signing]

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## INTEGRITY DECLARATION FORM

I/We/Messrs ..... of  
..... Street/Avenue, Building, P.O. Box ..... Code  
..... of ..... (Town) ..... (Nationality)

Phone ..... Email  
..... Declare that Public  
procurement is based on a free and fair competitive tendering process  
which should not be open to abuse.

I/We  
.....  
..... Declare that I/We will offer or facilitate, directly or indirectly, any  
inducement or reward to any public officer, their relations or business  
associates, in connection with.

**Tender** ..... **Name:**  
.....

**Tender** ..... **No:**  
.....

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

Dated this ..... Day of  
..... 20.....

Authorized Signature ..... Official Stamp  
.....

Name ..... and ..... Title ..... of ..... Signatory  
.....  
.....



# AGRICULTURAL FINANCE CORPORATION

## NON-DEBARMENT STATEMENT FORM

I/We/Messrs ..... of  
..... Street/Avenue, Building, P.O. Box ..... Code  
..... of ..... (Town) ..... (Nationality)

Phone ..... Email

..... Declare that

I/We/Messrs ..... Are  
not debarred from participating in Public procurement by the Public  
Procurement Regulatory Authority pursuant to section 41 of the Public  
Procurement and Asset Disposal Act, 2017.

Dated this ..... Day of  
..... 20.....

Authorized ..... Signature

.....

Official ..... Stamp

.....

Name and Title of Signatory

.....

.....