REQUEST FOR PROPOSAL

SUPPLY, IMPLEMENTATION, TRAINING AND COMMISSIONING OF A CLOUD-BASED LEARNING MANAGEMENT & E-LEARNING SYSTEM

REQUEST FOR PROPOSAL NO. CMA/RFP/004/2020-2021

CAPITAL MARKETS AUTHORITY
EMBANKMENT PLAZA, 3RD FLOOR
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FEBRUARY 16TH, 2021

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SECTION I - LETTER OF INVITATION

Ref: CMA/RFP/004/2020-2021

February 16th ,2021

Dear Sir/Madam,

RE: SUPPLY, IMPLEMENTATION, TRAINING AND COMMISSIONING OF A CLOUD-BASED LEARNING MANAGEMENT & E-LEARNING SYSTEM

The Capital Markets Authority invites proposals from eligible firms to provide ac loud-based Learning Management System which provides a single source of coordinated information for its Learning and Development activities as well as an integrated eLearning platform that will enable the development and delivery of eLearning programs.

The request for proposals (RFP) includes the following documents:

Section I	-	Letter of invitation
Section II	-	Information to consultants Appendix to Consultants information
Section III	-	Terms of Reference
Section IV	-	Technical proposals
Section V	-	Financial proposal
Section VI	-	Standard Contract Form

Your duly completed proposal should be deposited in the **Tender Box** at **3rd floor, Embankment Plaza, Longonot Road, Upperhill, Nairobi** so as to be received on or before **March 3rd**, **2021** at **11:00 a.m**. Proposals will be opened immediately thereafter at local time in the presence of the Bidders/representatives who choose to attend in the Conference Room 4th floor, Embankment Plaza. Late bids shall be rejected.

PRINCIPAL SUPPLY CHAIN MANAGEMENT

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

2.1.1 The Client named in the Appendix to "ITC" will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.

2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.

2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liase with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.1.4 The procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.

2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall not exceed Kshs. 1,000/=

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language.

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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

(i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.

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

(iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

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

(i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia,* the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.

(iii) A description of the methodology and work plan for performing the assignment.

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

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

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

(vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.

(viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings, or a freely convertible currency.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Submission Form.

2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL"** or **"COPY"** as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and warning: **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL"**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

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

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

2.7 **Evaluation of Technical Proposal**

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

		Points
(i)	Company profile	10
(ii)	Firms experience and capacity	30
(iii)	Understanding of terms of reference	5
(iv)	Proposed solution	45
(v)	Proposed Work plan	10
	Total Points	**100**

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

2.8 Public Opening and Evaluation of Financial Proposal

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

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the 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.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formula is indicated in the Appendix "ITC", be as follows: -
$Sf = 100 \text{ X } {}^{FM}/_{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T*=the weight given to the Technical Proposal: *P* = the weight given to the Financial Proposal; *T* + *p* = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - $S = St \times T\ \% + Sf \times P\ \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.

2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.9 Negotiations

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement
(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d) Shall not be debarred from participating in public procurement.
(e) Shall not be in any legal dispute with Capital Markets Authority, nor consulting for an entity which is being investigated or enforcement action taken by the Authority.

2.11 Confidentiality

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

2.12 Corrupt or fraudulent practices

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

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

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

APPENDIX TO INFORMATION TO CONSULTANTS

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

Clause Reference

The name of the Client is: **Capital Markets Authority**

The method of selection is: **Quality and Cost Based Selection (QCBS)**

Technical and Financial Proposals are requested: **Yes**

The name, objectives, and description of the assignment are: **Supply, Implementation, Training and Commissioning of a Cloud-Based Learning Management & E-Learning System**

A pre-proposal conference will be held: **No**

Tender security: **KShs.50,000 from a reputable bank or insurance company**

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

Capital Markets Authority
Embankment Plaza, 3rd floor
P.O. ox 74800-00200
Nairobi
Telephone: +254-20-2264400
Email: procurementteam@cma.or.ke;
Website: http://www.cma.or.ke

The Client will provide the following inputs: **CMA will avail staff member(s) to provide the needed support including logistical arrangements where such support is requested**

The estimated Duration for the assignment: **4 weeks after commencement**

The minimum required experience of proposed professional staff: **Graduate level with relevant experience as provided under evaluation criteria in this document**

Training is a specific component of this assignment: **Yes**

Additional relevant information in the Technical Proposal: **To be advised by the bidder for consideration**

Taxes: **Inclusive of VAT and all applicable taxes**

Consultants must submit an **original and copy of the proposal**

Information on the outer envelope should also include: **Supply, Implementation, Training and Commissioning of a Cloud-Based Learning Management & E-Learning System**

Proposals must be submitted no later than the following date and time: **March 3rd, 2021 at 11:00am**

The address to send information to the Client is a**s provided above.**

The minimum technical score required to pass: **70 marks out of 100.**

The weights given to the Technical and Financial Proposals will be:

Technical= 0.8
Financial = 0.2

Assignment expected commencement date: **immediately upon award and contract signing**

Bidders should ensure all the pages of their proposal are **sequentially numbered** before submission.

2.13 Evaluation Criteria

The Authority will evaluate your proposal based on the following evaluation criteria: -

a) Mandatory

1. Copy of Valid Tax Compliance Certificate
2. Filled and signed Confidential Business Questionnaire
3. Copy of Business registration/ incorporation certificate
4. Tender security of KShs.50,000 from a reputable bank or insurance company

b) **Technical Evaluation criteria**

Only firms that score the minimum score at the technical evaluation stage will be eligible to proceed to the financial evaluation stage:

No.	Technical Description	Score
1.	**Company profile** Evaluation of company profile and proof of legal status of firm	**10**
2.	**Capacity** a) Evidence of bidding firm's experience in similar assignments at least three (3) projects b) Relevant Qualification and relevant experience of project team • Team leader's qualifications and experience • 1 other Team member's qualifications and experience	**30**
3.	Understanding & Interpretation of the Terms of Reference	**5**
4.	**Proposed Solution** Demonstration that proposed solution meets Functional & Technical Requirements	**45**
5.	**Work plan** Detailed project plan showing allocation of time and resources and completion within 4 weeks (**10 Marks**)	**10**
	Maximum Technical Score	**100**
	Minimum Score out of 100 possible marks	**70**

c) **Financial Evaluation criteria**

The lowest bid that meets the technical requirements will be given highest consideration for award.

Only firms that score above the minimum score at the technical evaluation stage are eligible to proceed to the financial evaluation.

SECTION III - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.

3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.

3.3 The Technical proposal shall not include any financial information.

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SECTION III - TERMS OF REFERENCE

3.1 Background

The Capital Markets Authority, Kenya is an independent public agency established by an Act of Parliament, Cap 485A of the laws of Kenya under the National Treasury ministry.

The CMA is a regulatory body charged with the responsibility of supervising, licensing and monitoring the activities of market intermediaries, including the stock exchange and the central depository and settlement system and all the other persons licensed under the Capital Markets Act. It plays a critical role in the economy by facilitating mobilization and allocation of capital resources to finance long term productive investments. More information about CMA can be found on our website www.cma.or.ke

The Authority wishes to procure a cloud-based Learning Management System (LMS) which provides a single source of coordination and information for its Learning & development activities, as well as an integrated eLearning platform that will enable the development and delivery of eLearning programs.

3.2 Project Objectives

The LMS is aimed at providing the learners with the ability to use interactive features and social media tools during the learning process. This project seeks to put in place an alternate approach to introduce a blended learning environment to take advantage of the benefits that e-Learning including:

a) **Financial** – reduce direct and indirect costs, and introduce efficiencies in training administration
b) **Quality** – provide a consistently high level of achievement in identified developmental objectives of staff
c) **Culture** – promote a culture of continuous learning via training programs that are easy to access, available when required, and in multiple formats
d) **Legal and compliance** – reduce the risk of staff missing out on mandatory training such as induction, financial and legal compliance, and continuing professional education

Some of the **benefits** expected at the end of the implementation of the LMS/eLearning platform are:

a) Make training available 24x7 and at a time convenient to the learner
b) Reduce the time away from the job and reduce travel & accommodation costs
c) Provide "Just in time training", especially suited to refreshers, reminders, and extensions
d) Maintain the currency of material to reflect changes in legislation
e) Improve learning outcomes via alternate modes of education delivery e.g. multi-media
f) Reduce actual training time, given the ability to take just the required training modules (or "opting out" by showing competency in a pre-test) rather than having to attend an entire course
g) Maximize the time spent in classroom training by providing materials both before and after class that students can complete at their own speed

3.3 Project Scope

The successful bidder will be expected to:

a) Supply a cloud-based eLearning Management & eLearning System that meets the functional and technical requirements outlined in Appendix I with a capacity of one-hundred and sixty-five (165) users or more.
b) Train HR staff and other users as well as technical support teams
c) Provide support and maintenance for the system for one year and extendable for another year subject to satisfactory performance in year one.

3.4 System Specifications

System Specifications are attached in Appendix I. The bidder should include this table in their response and indicate whether their solution meets the requirement or not and where applicable include remarks shedding more light on how the proposed solution meets the requirement or any customizations required to provide the functionality.

3.5 Qualifications of the bidding Firms

Firms should include the following information in their technical proposal to enable a determination on the capacity of the firm to deliver on the project:

a) Brief description of the bidder's organization, legal status (i.e. partnership, sole proprietorship, limited liability Company etc.
b) An outline of the recent experience on assignments of a similar nature in the past three years, for leading organizations in their respective business or commitment lines.
c) Any comments or suggestions of the bidder on the Terms of Reference. A description of the approach and methodology proposed for undertaking the assignment including detailed concept brief and proposed strategy and presentation.
d) Broad range of the proposed LMS features
e) A schedule of the proposed staff team including their role/specialization.
f) A project plan containing an activity schedule indicating detailed tasks and timelines in line with the chosen approach or methodology.

3.6 Evaluation Criteria

The Authority will evaluate your proposal based on compliance with the requirements outlined below:

a) Preliminary Evaluation

Bids will be undertaken through preliminary evaluation against the following criteria. Firms that don't meet the preliminary requirements will not qualify to be evaluated further for technical criteria. Firms should submit the following mandatory requirements;

i) Copy of Valid Tax Compliance Certificate
ii) Filled and signed Confidential Business Questionnaire
iii) Copy of Business registration/ incorporation certificate
iv) Tender security of KShs.50,000 from a reputable bank or insurance company

b) Technical evaluation

The technical evaluation will be based on a scoring system marked out of a maximum of 100 marks. Only proposals that score at least 70 marks in the technical evaluation will be deemed to be "technically responsive" and eligible for financial evaluation.

Marks will be awarded according to the following matrix:

No.	Evaluation Criteria	Marks
1.	**Company profile** Evaluation of company profile and proof of legal status of firm (**10 marks)**	10
2.	**Capacity** c) Evidence of bidding firm's experience in similar assignments at least three (3) projects (**10 mks)** d) Relevant Qualification and relevant experience of project team • Team leader's qualifications and experience (**10 mks)** • 1 other Team member's qualifications and experience – (**10 mks)**	30
3.	Understanding & Interpretation of the Terms of Reference (**5 arks**)	5
4.	**Proposed Solution** Demonstration that proposed solution meets Functional & Technical Requirements as described in Appendix I **(45 marks)**	45
5.	**Work plan** Detailed project plan showing allocation of time and resources and completion within 4 weeks (**100 marks**)	10
	Total technical score	**100**

c) Financial Evaluation

The financial evaluation will allocate the least-cost, qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 70 marks in the overall technical evaluation) up to a maximum financial score of 20 marks. Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation.

d) Award

Award will be to the firm with the highest aggregated technical and financial score.

Appendix 1: Technical Specifications. Learning Management & eLearning System

Functional Requirements

Functional Requirement	Met/Not Met	Comments
1. Course Content Management		
The System should:		
Be built on a strong pedagogical (educational theory) foundation		
Import and manage external courses or modules that are SCORM compliant		
Enable creation of online content, including interactive media		
Utilize existing Word, PowerPoint or PDF documents as starting points for rapid development		
Create a variety of online assessments		
Include templates for creating, editing and updating courses and class sessions.		
Support copying data from one course when creating a new course		
enable learning content to be assigned to multiple categories/subjects		
Support creating and assigning learning content to multiple groups or audiences		
Support managing instructor availability and assigning instructor(s) to a course or class.		
Support managing instructor availability and assigning instructor(s) to a location.		
Support classroom management (creating classrooms, assigning locations and assigning resources)		
enable prerequisite management which is linked to enrollment to courses		
enable learner to initiate a prerequisite waiver		
enable courses to be defined as required/mandatory or optional		
Support the ability to assign and edit pre- and post-work to a course or class		
Support scheduling classes over discontinuous days (e.g. one day per month for three months)		
enable expired courses to no longer appear in curriculum, certifications or learning plans		
Ability to automatically update rosters based on virtual classroom attendance		
enable scheduling and tracking of virtual classroom events (e.g. enrollments, rosters, updated rosters, costs, completions)		
enable multiple keywords assigned to courses and learning content to ease search		

Enrollment of Learners		
Support enrollment by learner, manager or administrator		
Enable view of all available courses		
Enable display of user's required and recommended learning activities		
Support batch enrollment/proxy enrollment processes to enroll multiple users into a single learning activity		
Users can search catalog before logging into the system (pre-browsing)		
Enable multi-user registration approval process (e.g. manager, instructor, HR)		
Administrators can override approval workflow requirements		
Enable a manager, instructor or administrator to complete a learner from a class and add test scores and comments.		
Enable a manager or administrator to assign or suggest learner to courses and development paths		
Learner can view all courses available within the catalog by location, competency requirements, learning path		
Enable automatically assigning content and learning plans based on user criteria (i.e. role, groups/audiences, position, competency assessment)		
Enable cancellation of registration by learner, manager or administrator		
Enable notification and reminders		
Enable learner to access individual development plan		
Enable learner to view complete transcripts (e.g. active and archived)		
Catalogs		
The System should:		
Support unlimited catalog hierarchy levels		
Enable categories to be assigned to the course catalog structure		
Support catalog availability based on a learner's organizational designation (e.g. job family, role, talent pool, group/audience, position, department, domain)		
Enable an automatic adjustment of catalog content based on learner's organizational changes (e.g. group, talent pool, position, organization)		
Enable assigning catalog content based on predefined groups or audiences		
Support customized catalog structures based on learning approach (e.g. competencies, course, topic, skills, organizations)		
Enable viewing of a curriculum or learning plan by content type		

Curriculum, Learning Plans and Certification Management		
The System should:		
enable grouping of learning activities in a curriculum, certification or learning plan		
enable SCORM tracking of social networking components (e.g. Expert Q&A activity, blog entry, wiki entry, a learner's network vs. providing access point only)		
Support adding social networking components to content (ex. curriculum or certification)		
enable system prior notification of certification renewal date (e.g. 90, 60, 30 days prior)		
Support sequencing and grouping curriculum/certification activities based on completion requirements (e.g. sections, completion timeline)		
Support non-sequenced curriculum/certifications		
Support setting completion times and requirements for curriculum, certification and learning plans		
Ability to set absolute or relative due dates for curriculum		
Ability to manage both required and elective training within a curriculum		
enable online competency assessments either through the LMS or integrated with performance management		
Support a web-based tool for developing competency assessments with multiple assessment rating scales		
Support generating an individualized development plan resulting from a competency assessment (either required or recommended learning activities)		
Standardized Learning Content		
Enable integration of 3rd party content libraries, either housed on the LMS or integrated with the provider's servers		
Support uploading standards-based e-learning content (SCORM 1.2, SCORM 2004, AICC)		
Support administrators easily uploading e-learning content developed with common, standards-based authoring tools such as Captivate, Camtasia, Articulate, Lectora, Toolbook etc		
Enable viewing and replacing SCORM/AICC files in previously published e-learning content		
Support efficient course creation workflows for uploaded e-learning content (e.g. assign subjects, curriculum, audiences, prerequisites, competencies, completion dates, expiration date)		
Enable printing of course certificate upon completion		

Support adding external training, CEUs, and certifications and informal internal training (i.e. seminars, on-the-job training)		
Enable online access to supporting resources (i.e. Instructor materials, job aids)		
Support tracking and/or comments for changing employee enrollment status		
Support versioning for distributing and tracking e-learning courses		
Enable content development through built-in development tools and templates for creating text, graphic, interactive elements and standards-based output (SCORM, AICC)		
Support offline downloading of course data (e.g. mobile device, computer) and synchronize data at a later time		
Support previewing SCORM/AICC content before and after publishing course		
Support deep linking to course content via email		
Support launching e-learning content directly from an email		
Enable printing of selected content from e-learning course		
Enable launching supported virtual application events from the LMS		
Support tracking of non-SCORM/AICC content as learning activities (e.g. Expert Q&A, podcasts, blogs, documents, wikis)		
Support user-generated ranking and rating of learning content (e.g. courses, wikis, podcasts, blogs)		
Support integration of chat functionality and associate with learning event and archive		
Ability to version content – manage disparate workflow rules by version; choose who gets the new version (or not)		
Ability to manage metadata related to course content (anything in the catalog)		
Ability to manage materials as a learning object		
Surveys and Assessments		
Enable creating a survey question repository		
Enable a test/assessment question repository		
Support integration of 3rd party surveys and assessments		
Enable importing of test questions either from a local or shared drive, or from a 3rd party vendor, directly into a question repository		
Enable creation of multiple assessment question formats (e.g. True false, multiple choice, multiple choice, fill in the blank) within a test engine		
Enable unique course evaluations (Levels 1,2,3) sent at predefined intervals (e.g. upon completion, 30, 60, 90 days) to multiple users (e.g. learner, manager, instructor)		

Support generating customized surveys and tests from question banks and set specification by survey/test (e.g. how many times a test can be taken, timed tests, save and return, duration for retaking the test if failed)		
Support copying and editing existing surveys/assessments when adding a new survey/assessment		
Enable question randomization but core questions that remain on test.		
Support making tests or surveys required to complete a course.		
Support linking tests and surveys to all learning activities (e.g. curriculum, certifications, course, session, blogs, wikis, virtual classroom)		
Enable linking tests and quizzes to learning activities either as prework, post work, prerequisites or embedded within a curriculum or certification		
Support creating dynamic prescriptive pre-testing that can adapt course content and learning plans based on gap analysis		
Support the ability to show/hide test instructions, summary, details and feedback		
Enable multiple users to edit and update assessments/surveys and questions based on user's role		
Support sending a post course evaluation to a sampling of the course participants		
Enable testing for mastery of a subject; that is, if score is less than a set percentage, refer student back to content not mastered and randomly generate a new test from question bank as many times as necessary until student scores that set score		
Ability to enforce question distribution (from pool) across categories		
Ability to weight test sections		
Support integration of test scores generated through virtual classroom events		
Competency Management and Development		
Support skills and competency inventories		
Enable integration of 3rd party competency libraries		
Support competency banks for shared competencies and behavioral anchors		
Enable linking skills and competencies to any learning activity		
Enable online competency assessments either through the LMS or integrated with performance management		
Support a web-based tool for developing competency assessments with multiple assessment rating scales		

Support generating an individualized development plan resulting from a competency assessment (either required or recommended learning activities)		
Support a custom competency library and taxonomy		
Support 3rd party competency library integration		
Enable modifications to 3rd party competency libraries in system		
Enable custom competency model development (Example: Leadership, Career Paths, Job Families)		
Support behavioral anchors/attributes for each competency and competency model		
Share anchors within a competency library		
Support competency banks for shared competencies and behavioral anchors		
Enable editing of competencies and behavioral anchors when copying and reusing from a competency bank with appropriate approval processes		
Support multiple levels of competencies, or 'building block' approach, for a single competency area, such as project management levels 1, 2 and 3.		
Support multiple proficiency scales		
Enable employees and managers to update competencies with multiple user approval capabilities		
Support workflows and notifications that enable regular reviews and updates of competencies		
Enable surveying content/subject experts while developing competencies to determine how frequently knowledge, skills and abilities are used in a specific role or job.		
Support workflows that enable managers to rate each competency for criticality to job performance		
Support workflows that enable executive approval of a final competency model		
For legal purposes, support a workflow that enables Sr. HR executives to provide final approval of the competency model, along with details that include who was involved in the creation process, data gathered, the affected population sample size, the wider population size, and the competency version history.		
Support a competency hierarchy that includes job families, multiple roles and job specific competencies		
Enable competency models to be assigned to organizational units, job families, jobs, roles and/or positions		
Enable competency models to be assigned to specific goals or goal groupings		
Enable HR practitioners to identify critical competencies by organizational unit, job families, jobs, and/or positions		
Enable managers to assign competencies		

Competency Assessment		
Support competency assessments with single and multi-rater assessments		
Support weighted competencies		
Support rating both competencies and behavioral anchors/attributes		
Enable overall rating based on competency assessment		
Enable auto generation of recommended or required development activities based on competency assessment		
Ability to add external assessors		
Talent Integration		
Assign competencies to learning activities (courses, curricula, workshops, webinars, etc.)		
Support linkage to certification requirements from competency bank		
Enable updating of certifications based on competency changes		
Support linking competencies to predefined development activities, such as deployed through career paths		
Enable assignment of competencies to curricula paths within job functions, positions, roles or families		
Enable integration of competencies with both job and talent profiles		
Enable competencies to integrate with recruitment workflows and interview forms		
Enable competency data to support workforce planning processes and systems		
Enable competency assessment data to integrate with performance management workflows (Appraisals, development plans, talent reviews, etc.)		
Enable competency assessment data to integrate with succession planning workflows		
Enable competency assessment to link to compensation modules and pay-for-performance workflows		
Competency Reporting		
Enable the measurement of organizational capabilities, skill gaps and managerial bench strength		
Support competency assessment data in a graphical dashboard format		
Enable managers to view competency levels of their direct reports on a single screen		

Enable employees to view their personal competency assessment data and in a single screen along with recommended or required development activities		
Enable reporting based on all competency structures (job families, core values, leadership, career path, job function) across organizational hierarchies, talent pools and other groupings.		
Enable reporting of competencies across any talent management process that utilizes and integrates competencies		
Enable the identification of qualified candidates based on skills and competencies		
Enable the ability to monitor organizational health based on competency reporting		
Ability to customize and produce a PDF-based report for end users and managers		
Reports and Analytics		
Enable viewing of test results by learner, manager, HR		
Enable managers to view learning data for all direct reports and downstream employees		
Support an intuitive systems-based ad-hoc/custom reporting tool		
Enable reporting on all learning activities		
Enable calculations of learning data (e.g. percentage, count)		
Enable the display of analytics data in a graphical dashboard format available to multiple users based on access rights		
Support report administrator's ability to manually push and automate timing of dashboards/reports to users		
Enable printing system reports in common output formats (i.e. CSV, MS Excel, MS Word, PDF)		
Support updating employee's talent profile with transcript data		
Enable reporting of all test and survey questions and answers		
Enable question item analysis of tests and surveys		
Enable reporting by curriculum, certification, course, and objective		
Support reporting on course waitlist demand		
Support reporting that links learning activity to employee and organizational performance		
Ability to enforce question distribution (from pool) across categories		
Ability to weight test sections		
Support reporting of curricula completion percentages		
Certification & Other features		
Ability to store and retain data storage and ease of retrieval		
Ability to transit into a different provider and system		
Maintenance of scores data base		

Issue of certificates by the system.		
Types of Mobile Learning Content Types		
Support narrated presentations		
Support surveys, quizzes, and assessments.		
Support audio and video		
Support digital books and articles.		
Support Microsoft Office Files		
Support AICC compliant e-learning courses		
Support SCORM 1.2 compliant e-learning courses		
Support SCORM 2004 compliant e-learning courses		
Support live Webcasts or virtual classroom events.		
Content can be download in the background for consumption later.		

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_______________ *Date*]

To:______________________[*Name and address of Client)*

Ladies/Gentlemen:

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

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

We remain,

Yours sincerely,

_______________________________*[Authorized Signature]:*

________________________________*[Name and Title of Signatory]*
:
_________________________________*[Name of Firm]*
:
_________________________________*[Address:]*

2. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrated 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.

<table>
<tr><td colspan="2">Assignment Name: Country</td><td></td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff provided by Your
Firm/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Clients contact person for the assignment.</td></tr>
<tr><td colspan="2">Address:</td><td>No of Staff-Months; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date</td><td>Approx. Value of Services (Kshs) (Month/Year):</td></tr>
<tr><td colspan="2">Name of Associated Consultants. If any:</td><td>No of Months of Professional Staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: ___________________________________

Name and title of signatory; ________________________

(May be amended as necessary)

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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.

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

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

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

Proposed Position: ____

Name of Firm: ____

Name of Staff: ____

Profession: ____

Date of Birth: ____

Years with Firm: ____________________________ Nationality: ______________________

Membership in Professional Societies: ____

Detailed Tasks Assigned: ____

Key Qualifications:

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

Education:

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

Employment Record:

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

Certification:

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

____ Date: _______________

[Signature of staff member]

____ *Date;*

____

[*Signature of authorised representative of the firm*]

Full name of staff member: ____

Full name of authorized representative: _______________________________________

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	Number of days/weeks

Reports Due: __________

Activities Duration: __________

Signature: ________________________
(Authorized representative)

Full Name: ________________________

Title: ____________________________

Address: __________________________

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are weeks from the start of assignment)

	1st	2nd	3rd	4th	
Activity (Work)					
________________					
________________					
________________					
________________					

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION V: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.

4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.

4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION V - FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. FINANCIAL PROPOSAL SUBMISSION FORM

_________________*[Date]*

To: ____
____
____
[Name and address of Client]

Ladies/Gentlemen:

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

We remain,

Yours sincerely,

______________________________ *[Authorized Signature]*
:
_____________________ *[Name and Title of Signatory]:*

_______________________ *[Name of Firm]*

______________________ *[Address]*

2. SUMMARY OF COSTS

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

3. BREAKDOWN OF PRICE PER ACTIVITY

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

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. ______________________________ Name: ____________________

Names	Position	Input (Staff months, days or hours Rate as appropriate.)	Remuneration	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total			____________	

5. REIMBURSABLES PER ACTIVITY (WHERE APPLICABLE)

Activity No: ______________________________ Name: ____________________

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

6. MISCELLANEOUS EXPENSES

Activity No. ______________________________ Activity Name: _______________________

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

SECTION VI:

STANDARD FORMS OF CONTRACT

SAMPLE CONTRACT FOR CONSULTING SERVICES

CONTRACT

This Agreement, [hereinafter called "the Contract") is entered into this _____________ *[Insert starting date of assignment]*, by and between ____ *[Insert Client's name] of [*or whose registered office is situated at*]* ____ *[insert Client's address]* (hereinafter called "the Client") of the one part AND

____ *[Insert Consultant's name]* of [or whose registered office is situated at] ______________________________________ *[insert Consultant's address]* (hereinafter called "the Consultant") of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as "the Services", and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the Services specified in Appendix A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, "Consultant's Personnel," to perform the Services.

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Appendix C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing on_____________ *[Insert starting date]* and continuing through to_____________ *[Insert completion date]*, or any other period(s) as may be subsequently agreed by the parties in writing.

(i)

3. Payment

A. Ceiling

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed________________ *[Insert amount].* This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

Kshs______________________ upon the Client's receipt of a copy of this Contract signed by the Consultant;

Kshs______________________ upon the Client's receipt of the draft report, acceptable to the Client; and

Kshs______________________ upon the Client's receipt of the final report, acceptable to the Client.

Kshs______________________ Total

C. Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty [30] days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. Project Administration

A. Coordinator.

The Client designates __________________ *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment.

B. Reports.

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in certain Activities

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

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English Language.

12. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall 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.

FOR THE CLIENT	FOR THE CONSULTANT
Full name; ____________________	Full name; ____________________
Title: ____________________	Title: ____________________
Signature; ____________________	Signature; ____________________
Date; ____________________	Date; ____________________

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant's Personnel

Appendix C: Consultant's reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

____

____

To:______________________

____

____

____

RE: Tender No.________________________

Tender Name______________________

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

____

____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*____

   ____

SIGNED FOR ACCOUNTING OFFICER

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 - General:

Business Name ....

Location of Business Premises ....

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

Postal Address.................................Tel. No(Landline)..

Mobile Phone(s):........................Website:..

E-mail:..

Nature of Business ....

Current Trade License (Single Business Permit from a Local Authority)

No. .... Expiring Date ....

Tax Compliance Certificate No....................... Expiring Date...

Maximum value of business which you can handle at any one time: K£.......................................

Name of your bankers ....

Branch ....

Part 2 (a) Sole Proprietor

Your name in full .... Age..

Nationality ....Country of origin ....

Citizenship details ....

Part 2 (b) Partnership

Give details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.				
2.				

Part 2 (c) Registered Company:

Private or Public ………………………………………………………………………………………

State the nominal and issued capital of the company:-

Nominal Kshs ……………………………………………………………………………………………

Issued Kshs………………………………………………………………………………………………

Give details of all Directors as follows:-

	Name	Nationality	Citizenship Details	Shares
1.				
2.				
3.				
4.				
5.				

I certify that the above information is correct.
Authorized Signature…………………………… Date: …………………

Affix Company Rubber Stamp

FORM RB 1
REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………… OF……….….20……...

BETWEEN

…………………………………………… APPLICANT

AND

………………………………RESPONDENT *(Procuring Entity)*

Request for review of the decision of the…………… (*Name of the Procuring Entity)* of ……………dated the…day of ………….20……….in the matter of Tender No………..…of …………..20…

REQUEST FOR REVIEW

I/We……………………………, the above named Applicant(s), of address: Physical address……………. Fax No……Tel. No……. Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely: -

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

etc

SIGNED ………………. (Applicant)

Dated on……………. day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ………… day of ………....20….………

SIGNED
Board Secretary