



KENYA SCHOOL OF LAW

REQUEST FOR PROPOSAL

**SUPPLY DELIVERY INSTALLATION, INTEGRATION, CONFIGURATION,
TESTING AND IMPLEMENTATION OF AN INTEGRATED ENTERPRISE
RESOURCE PLANNING (ERP) SYSTEM PHASE II**

KSL/08/2019-2020

NAME OF FIRM: _____

POSTAL ADDRESS: _____

TELEPHONE NO(S) _____

EMAIL ADDRESS: _____

CLOSING DATE: 17TH MARCH 2020 AT 12.00 NOON.

SECTION I - LETTER OF INVITATION

Tender name: Supply delivery installation, integration, configuration, testing and implementation of an integrated Enterprise Resource Planning (ERP) system

Dear Sir/Madam,

(KSL) invites proposals **SUPPLY DELIVERY INSTALLATION, INTERGRATION, CONFIGURATION, TESTING AND IMPLEMENTATION OF AN INTEGRATED ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

- 1.1 More details of the services are provided in the terms of reference herein.
- 1.2 The Request For Proposal (RFP) includes the following documents:
 - Section I - Letter of invitation
 - Section II - Information to Consultants
 - Section III - Technical proposal
 - Section IV - Financial proposal
 - Section V - Terms of reference
 - Section VI - Anti-Corruption Declaration
- 1.3 Request For Proposal documents shall be sealed in a plain sealed envelope, clearly marked as stated in section 2.6 in the particular document showing the reference and title should be addressed to:-

Director/Chief Executive & Secretary,

Kenya School of Law Board

P.O. BOX 30369-00100

NAIROBI

Completed documents shall be deposited in the Tender box located at the reception area at the school's main Administration block gate on or before Request for Proposals will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at the School's **Board Room**.

- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of ninety (90) days from the closing date of the tender

- 1.5 On receipt of this RFP please inform us
 - (a) that you have received the letter of invitation; and
 - (b) whether or not you will submit a proposal for the assignment

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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SECTION II: - INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 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 Kenya School of Law (KSL) in the Appendix "ITC".
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix "ITC" for services required for the assignment named in the Appendix. 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 firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with (KSL) regarding any information that they may require before submitting a proposal. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit 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 will provide the necessary inputs to assist the firm in 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) is not bound to accept any of the proposals submitted.
- 2.1.6 Kenya School of Law (KSL)'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/=Tenderers can also download the tender documents from the school's website free of charge.
- 2.1.8 Kenya School of Law (KSL) shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Tender Security

- 2.2.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.2.2 The tender security shall be Kshs.120, 000.00.
- 2.2.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.2.8
- 2.2.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the school.
 - d) Letter of credit
- 2.2.5 Any tender not secured in accordance with paragraph 2.2.1 and 2.2.3 will be rejected by the Procuring entity as non-responsive.
- 2.2.6 Unsuccessful tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.2.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the School with the performance security.
- 2.2.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.3 Clarification and Amendment of RFP Documents

- 2.3.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, or electronic mail to the Kenya School of Law (KSL) address indicated in the Appendix "ITC". Kenya School of Law (KSL) will respond by letter, email 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.
- 2.3.2 At any time before the submission of proposals, (KSL) may for any reason, whether at its 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, or email to all invited consultants and will be binding on them. (KSL) may at his discretion extend the deadline for the submission of proposals.

2.4 Preparation of Technical Proposal

- 2.4.1 The Consultants proposal shall be written in English language.
- 2.4.2 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.
- 2.4.3 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) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

- (iii) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (iv) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.4.4 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 (KSL).
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training.
- (viii) A list of 5 (five) award letters of previous project awarded in the same capacity and scope. Of interest mostly are ERP projects in the institutions of higher learning. At least 3 letters should be from universities.

- (ix) A list of 5 (five) certificates of completion on similar projects and at least a minimum of 3 certificates should be submitted.
- (x) Quoting the 5 projects in viii, and ix above, please provide at least 3 reference letters from these clients whose projects have been undertaken and completed.
- (xi) Any additional information requested in Appendix "ITC".

2.4.5 The Technical Proposal shall not include any financial information.

2.5 Preparation of Financial Proposal

- 2.5.1 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 (Attached). 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 which is a major component of the assignment. If appropriate these costs should be broken down by activity.
- 2.5.2 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.
- 2.5.3 Consultants shall express the price of their services in Kenya Shillings. Where other currencies are used, the School will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.
- 2.5.4 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.
- 2.5.5 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. (KSL) will make his best effort to complete negotiations within this period. If (KSL) wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.6 Submission, Receipt, and Opening of Proposals

- 2.6.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.6.2 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.
- 2.6.3 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**" before
- 2.6.4 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.
- 2.6.5 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 KSL up to the time for public opening of financial proposals.

2.7 Proposal Evaluation General

- 2.7.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact (KSL) 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 (KSL) in the proposal evaluation, proposal

comparison or Contract award decisions may result in the rejection of the consultant's proposal.

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

2.8 Evaluation of Technical Proposal

2.8.1 The evaluation committee appointed by (KSL) shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

- (i) Specific experience of the consultant related to the assignment adequacy of the proposed work plan and methodology in responding to the terms of reference
- (ii) Qualifications and competence of the key staff for the assignment per task assignment
- (iii) Suitability of the transfer of Technology (Training).
- (iv) Provide a work breakdown structure that informs the work plan above.

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".

2.9 Public Opening and Evaluation of Financial Proposal

2.9.1 After Technical Proposal evaluation, (KSL) 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. (KSL) 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, or electronic mail.

- 2.9.2 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. KSL shall prepare minutes of the public opening.
- 2.9.3 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.
- 2.9.4 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 in School 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.
- 2.9.5 The formulae for determining the Financial Score (Sf) is indicated in the Appendix "ITC"
- 2.9.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.9.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.8 Where contract price variation is allowed, the variation shall be varied in accordance with the subsisting laws on public procurement and Disposal.

2.10 Negotiations

- 2.10.1 Negotiations will be held at the same address as "address to send information to the Kenya School of Law (KSL) indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

- 2.10.2 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. Kenya School of Law (KSL) 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 Kenya School of Law (KSL) to ensure satisfactory implementation of the assignment.
- 2.10.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.10.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, Kenya School of Law (KSL) expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, Kenya School of Law (KSL) will require assurances that the experts will be actually available. Kenya School of Law (KSL) 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.
- 2.10.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations Kenya School of Law (KSL) and the selected firm will initial the agreed Contract. If negotiations fail, Kenya School of Law (KSL) will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.10.6 Kenya School of Law (KSL) shall appoint a team for the purpose of the negotiations.

2.11 Award of Contract

- 2.11.1 The Contract will be awarded following negotiations. After negotiations are completed, Kenya School of Law (KSL) 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.

- 2.11.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "ITC".
- 2.11.3 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.
- 2.11.4 Kenya School of Law (KSL) may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.11.5 Kenya School of Law (KSL) 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.
- 2.11.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.
- 2.11.7 The tender will be awarded to the bidder with the highest combined technical and financial score

2.12 Confidentiality

- 2.12.1 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.

2.13 Corrupt or fraudulent practices

- 2.13.1 Kenya School of Law (KSL) 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.

2.13.2 Kenya School of Law (KSL) 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.

2.13.3 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 SECTION II - INSTRUCTIONS TO CONSULTANTS

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Paragraph 1.4	<i>The address of submission of tenders is:</i>
Paragraph 1.4	<i>The day, date and time of closing is as per the letter of invitation:</i>
Paragraph 1.4	<i>Bulky tenders which will not fit in the tender box shall be delivered and deposited in the address given where the deliverer shall sign in a register.</i>
Paragraph 2.1.1	<i>All tenderers who meet requirements as indicated in the tender document</i>
Paragraph 2.1.7	<i>The cost of the tender is Kshs. 1,000.00 Tenders can be downloaded from</i>
Paragraph 2.2	<i>The tender security shall be Kshs. 120,000.00</i>
Paragraph 2.4	<i>The tenderers shall complete the Technical Proposal as instructed. Training is a critical component of this assignment:</i>
Paragraph 2.4.5	<i>The tender validity is 90 days from the date of submission of the tenders</i>
Paragraph 2.5.1	<i>The tenderers shall complete the Financial Submission Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.</i>
Paragraph 2.5.2	<i>The grand total price should be inclusive of taxes, the price of the equipment/software, all charges, insurance, transportation, delivery, installation, testing, commissioning, maintenance and any other costs associated with the tender.</i>
Paragraph 2.5.3	<i>All prices shall be quoted in Kenya shillings or conversion of a single currency will apply</i>
Paragraph 2.6.3	<i>The tenderer shall prepare “ONE ORIGINAL PROPOSAL”, and “ONE COPY PROPOSAL”. The original and copy of the proposal shall be sealed in separate envelopes. The sealed envelopes shall be put in one outer envelope which shall bear the name and tender number of the tender</i>
Paragraph 2.11.7	<i>Award will be made to the bidder with the highest combined technical and financial score</i>
Paragraph 2.13	<i>Bidders to submit declaration statement on corrupt and fraudulent practices attached</i>

2.14 EVALUATION CRITERIA

2.14.1 Evaluation criteria

- 2.14.1.1** KSL will only consider bids from recognized ERP solution providers or recognized software developers. Proof of similar assignments done shall be a mandatory requirement.
- 2.14.1.2** KSL reserves the right to review the user and technical documentation for the proposed ERP at a bidder's nominated site to verify compliance with the Technical Specifications.
- 2.14.1.3** KSL reserves the right at the time of the contract award to increase or decrease, up to 5%, the quantity of products and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.
- 2.14.1.4** KSL reserves the right to accept or reject a bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder(s) in accordance with Public Procurement and Asset Disposal Act, 2015.
- 2.14.1.5** A three stage procedure will be adopted in evaluating the proposals, Preliminary evaluation (Yes/No), technical evaluation and financial evaluation with the technical evaluation being completed prior to the opening of financial proposals that will have met the evaluation criterion and cut off points.
- 2.14.1.6** The weight given to the technical and financial proposals will be 80 points and 20 points respectively. Only technical proposals scoring/attaining 75% and above of the total technical score will be considered responsive and their financial proposals will be opened and evaluated as outlined below: -

2.14.2 Evaluation Process

- 2.14.2.1** The evaluation committee appointed by the KSL shall evaluate the proposals on the basis of their responsiveness to the preliminary requirements and Terms of Reference, described in this RFP document as follows:
- 2.14.2.2 Preliminary:** All proposals will first be evaluated on their compliance with the mandatory preliminary requirements of this Request for Proposal as listed in **Section 1.20.1**. Only bidders meeting the mandatory criteria will be advanced to Stage II. Failure to have all the documents shall lead to rejection of proposal.

- 2.14.2.3 Evaluation of Technical Proposal:** The evaluation committee appointed shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.
- 2.14.2.4** All preliminary compliant proposals will be evaluated for technical compliance based on the specifications/terms of reference.
- 2.14.2.5** Each responsive (responsive to preliminary requirements) proposal will be evaluated on the mandatory technical requirements and a proposal shall be rejected at this stage if it is not responsive to any of the mandatory aspects of the system.
- 2.14.2.6** The rest of the technical requirements will be scored, including the demonstration of the proposed solution. (Bidders qualifying in technical evaluation will be invited to demonstrate a Proof of Concept (POC). The POC will be used to determine how the solution complies with system requirements.)

NB: Demonstration/POC

Compliant bidders will be requested to make a presentation of their proposal for clarification only. They will be required to demonstrate the functionalities and capabilities of the proposed solution. They will be allowed to use any of their existing systems. No alteration of the Bidder's submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder. The proposed system must meet at least 70% of the RFP requirements with an allowance for 30% customization on work flow processes and data format compliance. Please indicate explicitly the modules that will require development from ground up in your work plan.

- 2.14.2.7** The total score from this stage will be added to the score attained during demonstration of the proposed solution so as to give the total technical score (St). A proposal shall be rejected at this stage if it fails to achieve the indicated minimum technical score of 75% of the total technical score.
- 2.14.2.8** Due diligence will be done on the best 3 firms that attain the highest Total technical score (St) above the pass mark. The identified aspects will be scored on a yes/no basis. The firms that are responsive will proceed to Financials.

2.14.3 Tender Qualification and Award

Any award to be made pursuant to this tender document will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the bidder's

responsiveness to the tender documents and the total price quoted for all items covered by the tender documents.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a bidder or bidders:

1. Completion of all required responses in the correct format.
2. The extent to which the bidder’s proposed solution fulfils the KSL’s stated requirements as set out in this RFQ.
3. An assessment of the bidder’s ability to deliver the indicated service in accordance with the specifications set out in this tender document.
4. The bidder’s stability, experiences, and record of past performance in delivering such services.
5. Availability of sufficient high quality bidder personnel with the required skills and experience for the specific approach proposed.
6. Overall cost of bidder’s proposal.

2.14.4 Evaluation stages

Tenders received will be evaluated in three stages as detailed below:

1. **Stage 1:** Compliance with Mandatory Preliminary Requirements
2. **Stage 2:** The Technical Evaluation (Capacity to Deliver the Service)
 - Mandatory technical
 - Technical scoring
 - Demonstration/Proof of Concept responsiveness to our ToR
3. **Stage 3:** The Financial Evaluation (quoted prices)
4. **Stage 4:** Overall Ranking using the formula
5. **Stage 5:** Due-diligence on at least three of the previous projects done

The evaluation rating/ scoring of the tenders shall be carried out as follows:

Area	Sub-area	Rating / Scores
Preliminary evaluation	Compliance evaluation	Elimination
Mandatory Technical Specifications	Compliance evaluation	Elimination
Detailed Technical Evaluation (80%)	Proposed technical system as per specification	35
	capability of the firm evaluation	26
	Demonstration of the functional and technical capabilities of the system	19

Financial (20%)	Financial proposal	20
Total		100

2.14.5 Detailed description of the stages

2.14.5.1 STAGE 1: Mandatory Requirements (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

No.	Requirements	Bidder's Response with evidence reference attached
MR 1	Submit the proposal which are signed and stamped. The copies must have a company seal along with a covering letter. The proposal should clearly show the table of contents and the page numbers	
MR 2	Must be registered under the relevant law. Provide documentary evidence of registration and incorporation to be supported by attaching a copy of company's Certificate of Incorporation (Legal structure) from registrar of companies.	
MR 3	Must submit a current copy of the company's current Tax Compliance Certificate issued by Kenya Revenue Authority (KRA) and PIN for locally incorporated firms, foreign firms should provide similar clearance acceptable to the Kenyan Tax Authorities.	
MR 4	Submit a completed company's profile	
MR 5	Provide copies of audited accounts for the company for the last two accounting years. 2017 to 2019 The bidder's annual turnover in the sale, supplies & installation of IT systems should be at least Ksh5, 000,000 for the last 2 Financial years (i.e. 2017-2018, 2018-2019), to be supported by authentic documentary evidence (audited balance sheet) and confirmation regarding turnover.	

	NB: The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/sister concerns/techno-commercial collaborators etc.	
MR 6	Submit a bid bond/ tender security of Ksh 120,000.00 The bid bond should remain valid thirty (30) days beyond the tender validity period. The quotations must remain valid for 90 days from the date of submission of tender.	
MR 7	<p>The bidder should have been carrying out System development and Integration or related services and should furnish/provide evidence/Proof of completion of at least 5 projects on turnkey basis done at least during the last 5 Years. Enclose relevant Documentary proof.</p> <p>“Copies of Purchase Order / Work Order or contract document, along with completion certificates and recommendation letters to be furnished by the bidder in compliance of this clause. However, KSL reserves the right to seek additional supporting documents for the above” projects.</p> <p>The bidder should also Provide details of the customers where the product has been implemented successfully (Provide contact details and company/organization, LPO/contract, project details and cost etc).</p>	
MR 8	The Bidder should submit valid Manufacturer Authorization letters from the proposed OEM’s/manufacturer confirming and Authorizing the bidder to submit a bid where the bidder is not the primary owner of the software solution being proposed. If the bidder is the owner, then should provide copyright documents. In case of a bidder being a partner , the bidder must provide the certificates/letters alongside the terms	
MR 9	Power of attorney/ Authorization Letter, Giving the name of person who should be signing the Bid, authorizing him to submit/execute this agreement as a binding document	
MR 10	Must submit a dully-filled up Confidential Business Questionnaire and stamped and signed form of tender in format provided and should be signed by the authorized person. Bidders must indicate the physical location of the business premises.	

MR 11	Provide at least 3 completion certificates of similar projects conducted in the same sector. These certificates must also be accompanied by recommendation letters from the quoted clients.
MR 12	Provide a support document to confirm that the software embraces open licensing model
MR 13	Attach documentary evidence showing at least 5 award letters of similar projects issued in the last 3 years. 3 of these award letters must be from institutions of higher learning.
MR 14	Site visit ,certificate to be signed by the user

2.14.5.2 STAGE 2: technical evaluation (capacity to deliver the service)

Section 1: Mandatory Technical requirement of the solution

Section 2: Detailed aspects of the technical requirements and competency of the firm as per the following criteria:

Evaluation Attribute	Weighting Score	Score
<p>MANDATORY TECHNICAL SPECIFICATIONS</p> <p>The proposed solution will be evaluated on meeting the selected mandatory aspects of the system. This will be done to check the bidder’s level of conformity to specifications as contained in the Terms of Reference Bidders who do not provide a solution that conforms to all MANDATORY areas in the specifications shall be considered to be non-responsive and their quotations shall be rejected at this stage.</p>	YES/NO	YES
<p>TECHNICAL SPECIFICATIONS</p> <p>The solution will be evaluated on meeting the detailed technical requirements (compliance) as outlined below). This will be done to check the bidder’s level of conformity to specifications as contained in the Terms of Reference. Bidders who do not provide a solution that conforms to all areas in the detailed specifications shall be considered to be non-responsive and their quotations shall be rejected at this stage.</p>	Full compliance= 40% As per technical specification	40
<p>TECHNICAL STAFF</p> <p>At least 5 Technical staff with specific qualifications and experience in system development to develop and support the solution. Proof of adequate establishment including number and profiles of key personnel to undertake the assignment. (Attach signed CVs in the format provided in the Technical Proposal and the certificates). The personnel should have extensive theoretical and practical experience of Integrated Management Information Solutions which should be backed by evidence of relevant training and proof that they have undertaken similar assignments in the last five years.</p>	0-2 :No marks 2- 3 :5 marks 4- or more :8 marks	10
<p>IMPLEMENTATION PLANS</p> <p>Project implementation plans (execution plan, training plan, test plan, support plan migration plan, etc.). Provide an adequate and detailed work plan on how the solution will be implemented complete with timelines against each milestone and including training programme. The work plan</p>		10

<p>should address all the items in the objectives and the expected deliverables. Supply, installation, configuration, testing and commissioning lead time will be critical. Provide a detailed methodology for undertaking the assignment with clear indications of how the solution will cover all the functional areas. License regime</p>		
<p><i>Bidders must attain the mark of 50 points to proceed to the next section of demonstration/POC.</i></p>		
<p>EVALUATION OF DEMONSTRATION/POC The technical demonstration of the proposed system will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> ▪ Demonstration of the functional and technical capabilities of the system and how it meets the requirements of the KSL using dummy data and transactions; ▪ User friendliness of the system and ease of navigation across different functional aspects of the system; ▪ Capability of the proposed system to manage work flows. ▪ Reporting capability of the system with dummy reports and a demonstration of ease of creation of reports based on user defined criteria. ▪ System security and user management and administration 		20
<p>Please indicate the licensing regime of the proposed solution</p>		
<p>Bidders must attain 70% out of 80% of the total score in order to proceed to the financial stage.</p>		
<p><i>The KSL may disqualify bids based on the outcome of the Proof of Concept.</i></p>		

2.14.5.3 STAGE 3: THE FINANCIAL EVALUATION (20%)

Bidders whose technical proposals will have met technical evaluation criterion described above shall be invited for the opening of the financial proposals. The other financial proposals shall be returned unopened. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder’s proposal.

The Financial Proposals shall be opened publicly in the presence of only the Technically Responsive bidder's representatives who choose to attend. The name of the bidding firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The KSL shall prepare minutes of the public opening.

The evaluation committee will determine whether the financial proposals are complete i.e. whether the bidder has priced 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.

The tenderers shall complete the financial submission form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed. In the financial evaluation we shall consider:

- Checking whether the quotation is as per requirements in the tender documents
- Checking whether all Taxes have been included
- Check any computational and arithmetical errors and deviations
- Check that the bidder has costed all items as per specifications
- Check currency and exchange rates
- Check unit cost and total cost
- Check the validity of the tender
- Check Terms of payment
- Check any variations in tender prices

2.14.5.3.1 **Financial Score:** The Financial proposal will be awarded $X=20$ points. Where X is the financial score attained by bidder as per criteria below:

Financial score (X=20%)

Evaluation Attribute	Weighting Score	Score
Mandatory Financial	MR11: Must Fill the Price Schedule in the Format provided	Elimination
	MR12: Dully/fully filled Form of Tender in the Format provided	
FINANCIAL STABILITY (LIQUIDITY) a) Profitability Margin b) Liquidity Ratio Must attach company audited accounts for the last two consecutive years	A margin above 20% will score 5 marks; 10-19 % 4 marks 5- 9% marks 2.5 marks and 1-4% 1.0 mark 2:1 – 5 marks; 1:1 – 4 marks;0.5:1- 3 marks less than 0.5 no mark	5 marks 5 marks
The cost of the solution	Itemized Prices	10 marks
Total		20 marks

Only Bidders who Score 80% of the total 100% (technical 80% plus financials 20%) will be considered for overall ranking.

2.14.5.4 Stage 4: Overall Ranking of the bidders using the formula

2.14.5.4.1 The individual technical scores of the technically qualified Bidders, will be normalized as per the formula below:

$$T_n = (T_b/T_{max}) \times 80/100$$

where:

T_n = Normalized technical score for the Bidder under consideration

T_b = Absolute technical score for the Bidder under consideration

T_{max} = Maximum absolute technical score obtained by any Bidder

2.14.5.4.2 The commercial scores will be calculated as per formula given below:

$$F_n = (F_{min}/F_b) * X/100$$

where:

X = The financial score for individual bidders

F_n = Normalized financial score for the Bidder under consideration

F_b = The commercial bid value of the Bidder under consideration

F_{min} = Minimum commercial Value bid

2.14.5.4.3 The overall score will be calculated as per the formula given below:

$$B_n = T_n + F_n$$

where:

B_n = Overall score of the Bidder under consideration

T_n = Normalized technical score of the Bidder under consideration

F_n = Normalized financial score of the Bidder under consideration

Final Selection of Bidder will be done based on added individual score achieved by the Bidder in techno-commercial evaluation. The Bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award. The final scores would be rounded off to two decimals and in case of a tie; the bidder with lower financial quote will be selected.

2.14.5.5 Payment Schedule

NO	EVENT / MILESTONE	RESULT	PAYMENT	
		DELIVERABLE /	%	Amount (Inc
1.	Inception	<ul style="list-style-type: none"> • Signed contract documents • Supply of Licenses • Inception report • Project plan • Service Charter • shall be paid against receipt of a claim accompanied by the Advance Payment Security specified 	30%	
2.	Implementation	Implementation of the solution within the agreed period to cover the documented Systems User Requirements Specifications, which are part of this bid document. Test reports and user acceptance certificate.	25%	
3.	Complete System Integration and commissioning	Integrating the system to all the required systems such as E-citizen, IFMIS etc User Acceptance Certificate, test reports, handing over report.	15%	

4.	Training	Training users on the use of ERP functions.	20%	
5.	Support during Warranty period	After providing support and building capacity of super users per functional area and the internal IT department for a period of 3 months after Go-Live and user acceptance certificate).	10%	

2.15 SECTION V: - TERMS OF REFERENCE

2.15.1 Introduction

The Kenya School of Law is a post graduate institution established under the Kenya School of Law Act, No. 26 of 2012. The mandate of the School is to undertake practical training in law and other related disciplines for the professional development of lawyers and other actors in the legal sector. This includes among others, organizing and conducting various programmes, courses, and research projects related to law

The School recognizes the critical role that Information and Communication Technology (ICT) plays in the delivery of services to customers and improvement of internal efficiencies. In this regard, the School is seeking to acquire and implement a Management Information System that will enable integrated management of core business processes in real-time.

The School has therefore developed this User Requirements to provide high level functional requirements for automation that will guide in the process of supply, delivery, installation, configuration, testing and implementation of an integrated enterprise resource planning (ERP) system

2.15.2 Objectives

The objective of this User Requirements is to;

- i. Provide the business requirements of KSL.
- ii. Define the high level requirements of the users against each business function.
- iii. Provide documentation to prospective solution providers on the requirements of KSL to implement and operate an Integrated ERP.
- iv. Guide KSL management and staff in evaluation and review of the ERP Solution implemented.

The system requirements described in this document are not exhaustive and therefore the bidder is expected to give in detail the solution that will best fit to KSL offer services efficiently and effectively

2.15.3 Overview and Scope

This document outlines the functional, performance, security and other system requirements identified by KSL for the proposed ERP solution. The proposed ERP is expected to automate the following functions to enable integrated management of KSL core business processes in real-time.

In addition, the Statement of user requirements document specifies high level requirements for Reporting, Business Intelligence and role-based Work Flow functions which any proposed solution will be required to meet. The proposed solution will impact all functional areas in the School and will be used by all staff in the School.

2.15.4 Technical Specification

Table of Contents

1.1 Deliverable 1: Provision of a portal for the CPD and Hospitality departments	30
1.2 Deliverable 2: Provision of an online applications portal for students	35
1.3 Deliverable 3: Use of biometrics to track class attendance	37

1.1 DELIVERABLE 1: PROVISION OF A PORTAL FOR THE HOSPITALITY DEPARTMENT

Kenya School of Law has several departments including the Continuous Professional Development (CPD) and the Hospitality, which among other functions, services workshops and conferences held at the school. KSL also has a swimming pool, accommodation facilities, conference facilities, and grounds all of which are available for hire to other public institutions, corporates, and the general public under the management of the Hospitality Department. The Continuous Professional Development Department also collaborates with the hospitality department at the school to offer (CPD) courses to both public and private individuals and institutions. The CPD courses are offered at the facilities at the Kenya School of Law and in hotels around the country.

The Kenya School of Law wishes to acquire an online portal for the CPD and Hospitality Departments to allow clients book and reserve its facilities for trainings, conferences, workshops, and general use. The process is currently done through a manual system. For instance, clients have to make calls to the Hospitality/CPD Department to place their reservations for the CPD courses. The Kenya School of Law wishes to automate the booking and reservation process of facilities, services, and courses.

User Requirements for the CPD and Hospitality Departments Portal	
Number	User Requirement
1.	The service provider should supply an online portal for the Hospitality and CPD Departments.
2.	The portal should allow self-registration by prospective clients.
3.	The portal should allow both current and prospective clients to logon and access the services and products provided by the CPD and Hospitality Departments.
4.	The portal should allow the client to select the services and products that they intend to use. Some of the products and services include CPD courses, grounds for hire, swimming pool, accommodation facilities, and conference facilities.
5.	The system should allow clients to book and mark the calendar for the dates they intend to use the facility. This will allow the Hospitality Department to determine the client that gets the facility when more than one party books a facility.
6.	The system should allow clients to select the services and equipment that should be provided together with the facilities that they intend to use.
7.	The system should allow the client to provide additional details and information about their event. For example, some of the details that should be provided include the name of the event and the number of attendees among other details.
Access to the Portal by the CPD and Hospitality Departments	
8.	The portal should allow registration and log in by members of the departments (User registration module and rights management and Audit trail)

9.	The system should allow members of the departments to evaluate and confirm the details provided by the prospective and current clients
10.	If the facility, product or service is available for use, the portal should allow the departments to confirm and process the booking or reservation.
11.	If the facility, product or service is not available for use because of being reserved for another event, the portal should allow the Hospitality department to reschedule, cancel or reject the booking or reservation.
12.	The portal should allow the sending of pro-forma invoices to the current or prospective clients
13.	The portal should allow the prospective and current clients to make payments for the reservations or bookings placed through it.
14.	The portal should allow the CPD and Hospitality Departments to send the booking confirmation report and receipt to the client.
User Requirements for the Confirmation of Bookings and Reservations by the CPD and Hospitality Departments	
15.	The portal should allow prospective clients to register on the online portal.
16.	The portal should allow both current and prospective clients to logon and access the services and products provided by the Hospitality Department.
17.	The portal should allow individual clients to enter and populate their individual details on the portal.
18.	The portal should allow corporate clients to enter and populate their details about their corporation on the portal.
19.	The portal should allow the client to search the courses offered by the school at a given time that they wish to undertake.
20.	The portal should allow clients to select and book the course of their interest, which they wish to undertake.
21.	The portal should forward the client details and request to the department for analysis and evaluation.

22.	If there is room or vacancy for more members, the department should accept the booking by the client.
23.	If there is no room or vacancy for more members, the department should reject the booking by the client.
24.	The portal should allow the sending of pro-forma invoices to the current or prospective clients for the booked course.
25.	The portal should allow the prospective and current clients to make payments for the course booked through it.
26.	The portal should allow the Department to send the booking confirmation report and receipt to the student.
27.	The portal should allow the Hospitality Department to market and display its facilities and services to its prospective clients.
28.	The portal must support multiple payment gateway e.g. credit, debit card and mobile money for both CPD courses and hospitality services.
29.	Support Real-time Transactions and direct deposit capability
30.	The portal must demonstrate online and offline capability (Back office and online dashboard integrated)
31.	The portal should provide relent Reports – integrated in the system and flexible

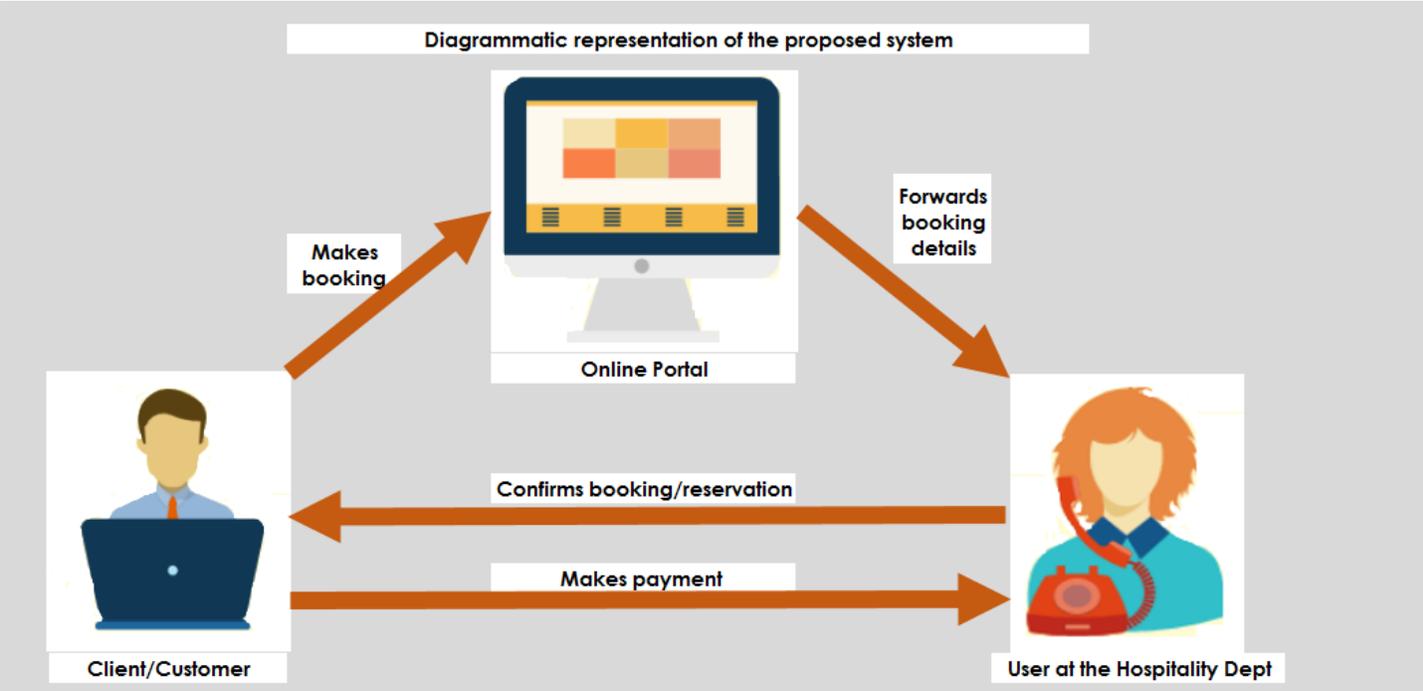


Figure One: Diagrammatic Representation of the Proposed System

DELIVERABLE 2: PROVISION OF AN ONLINE APPLICATIONS PORTAL FOR STUDENTS

The Kenya School of Law has procured and is using an ERP to manage its student registration and admissions. However, the school wishes to get an online portal that prospective students can use to place their applications. This will be integrated with the ERP allowing for the admission of successful candidates direct from the online portal to the ERP. This can be through an API. The user requirements for the online applications portal for students are:

User Requirements for the Online Applications Portal for Students	
Number	User Requirement
32.	The service provider should supply an online portal that will allow prospective students to make their applications to join the Kenya School of Law
33.	The portal should allow self-registration by prospective students.
34.	The portal should allow the prospective student to logon and access the courses and programs offered by the Kenya School of Law.
35.	The portal should allow the prospective student/applicant to create a personal profile and upload their personal details, educational details, and experiences.
36.	The portal should allow the applicant to search and view the courses and programs that they intend to pursue.
37.	The portal should allow the applicant to select the programs and mode of study that they wish to undertake.
38.	The portal should allow the applicant to upload their certificates and reference documents as required for the course/programs they have applied for.
39.	The portal should allow the applicant to make the payment for the application they have made.
40.	The portal should allow the admissions team at the Kenya School of Law to evaluate and analyze the applications done.

41.	If the applicant meets the requirements for a given program, the portal should allow the sending of an admissions letter sent to the applicant.
42.	If the applicant does not meet the requirements for a given program, the portal should allow the rejection of the application.
43.	The system should allow the forwarding of the successful candidates' details to the ERP.
44.	The online applications portal for students should integrate with the ERP already in use at the Kenya School of Law.

DELIVERABLE 3: USE OF BIOMETRICS TO TRACK CLASS ATTENDANCE

The school has procured, installed, and uses the biometric devices needed to run track student attendance. However, it is not able to tie the daily appearance to actual classes. The challenge the school is experiencing is that student's clock in onto the biometric system in the morning, leave the school to attend their personal duties hence miss class, and come back in the evening to clock out from the biometric system. Consequently, the student will have registered in the biometric system without having attended class. Kenya School of Law aims to tie physical presence with class attendance. So for example, if a student has a class at 10.00 AM that runs for one-hour up to 11:00 AM, they should clock out at around 11:00 AM after the class ends.

The school also wishes to get proper/ detailed on attendance. These include:

- Weekly class attendance report
- Monthly class attendance report
- Missed class report
- Day available report
- Day absent report

2.16 SECTION IV: - SUBMISSION OF PROPOSALS

2.16.1 Notes on the preparation of the Technical Proposals

- i. 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.
- ii. 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.
- iii. The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

APPENDIX I:FORMS

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 Ten Years
That Best Illustrate Qualifications

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

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

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

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

On the Terms of Reference:

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

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

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

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

Days (in the Form of a Bar Chart)

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

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 days from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
Activity (Work)												

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report	

(b) Second Report	Status	
3. Draft Report		
4. Final Report		

SECTION IV: - 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 IV - FINANCIAL PROPOSAL STANDARD FORMS

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- 1. Financial proposal submission Form**

2. **Summary of costs**
3. **Breakdown of price/per activity**
4. **Breakdown of remuneration per activity**
5. **Reimbursable per activity**
6. **Miscellaneous expenses**

1. FINANCIAL SUBMISSION FORM PROPOSAL

_____ [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 COST

NOTE: POST IMPLEMENTATION COSTS

Based on the information contained in the technical specifications, the prospective bidders should provide a breakdown of costs.

Any charges such as annual maintenance, annual license fee and software support cost should be clearly stated. The privileges that will be experienced by subscribing to such annual charges should be clearly stated. E.g. Maintenance and product upgrade costs etc.

Post implementation costs for the first 1 (one) Year will be considered during financial evaluation and should be the tender sum.

Costs	Currency(ies)	Amount(s)
1.		
2.		
3.		
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 as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				

Grand Total	_____
--------------------	-------

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
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,)				

2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
	Grand Total				<hr/>

SECTION VIII - STANDARD FORMS

Notes on the sample 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. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. Contract Form-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form-The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kenya School of Law.

6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by the Kenya School of Law, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form-When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of Kenya School of Law]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by(*Kenya School of Law*).
4. 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.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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 applied to your type of business

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

<p><i>Part 1 – General:</i></p> <p>Business Name </p> <p>Location of business premises. </p>

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

Postal Address Tel No. Fax E
mail

Nature of Business
.....

Registration Certificate No.
.....

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

Name of your bankers Branch
.....

Part 2 (a) – Sole Proprietor			
Your name in full Age			
.....			
Nationality Country of origin			
.....			
<ul style="list-style-type: none"> • Citizenship details 			
.....			
.....			
<ul style="list-style-type: none"> • 			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship	
Details	Shares		
1.		
.....			
2.		
.....			
3.		
.....			

	4.																														
	Part 2 (c) – Registered Company																														
	Private or Public																														
	State the nominal and issued capital of company- Nominal Kshs. Issued Kshs.																														
	Given details of all directors as follows																														
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 25%;">Name</th> <th style="width: 15%;">Shares</th> <th style="width: 25%;">Nationality</th> <th style="width: 20%;">Citizenship</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Shares	Nationality	Citizenship	1.	2.	3.	4.	5.
	Name	Shares	Nationality	Citizenship																											
1.																											
2.																											
3.																											
4.																											
5.																											
	Date Signature of Candidate																														

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called "the tenderer") has submitted its tender dated
[*date of submission of tender*] for the supply, installation and commissioning of
.....[*name and/or description of the equipment*] (hereinafter called "the
Tender") KNOW ALL PEOPLE by these
presents that WE of having our
registered office at (hereinafter called "the Bank"), are bound unto
..... [*name of Kenya School of Law*] (hereinafter called "the Kenya School
of Law") in the sum of for which payment well and truly to be
made to the said Kenya School of Law, the Bank binds itself, its successors, and
assigns by these presents. Sealed with the Common Seal of the said Bank this _____
_____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya School of Law during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Kenya School of Law up to the above amount upon receipt of its first written demand, without the Kenya School of Law having to substantiate its demand, provided that in its demand the Kenya School of Law will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*]_____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Kenya School of Law) of the one part and
[*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the
tenderer”) of the other part;

WHEREAS the Kenya School of Law invited tenders for certain goods] and has accepted
a tender by the tenderer for the supply of those goods in the sum of
..... [*contract price in words and figures*] (hereinafter called “the
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Kenya School of Law’s Notification of Award
3. In consideration of the payments to be made by the Kenya School of Law to the tenderer as hereinafter mentioned, the tender hereby covenants with the Kenya School of Law to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Kenya School of Law hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Kenya School of Law

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To

[name of Kenya School of Law]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Kenya School of Law a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya School of Law on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Kenya School of Law and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Kenya School of Law]*

WHEREAS*[name of the manufacturer]*
who are established and reputable manufacturers of *[name and/or
description of the goods]* having factories at *[address of factory]*
do hereby authorize *[name and address of Agent]* to submit a tender,
and subsequently negotiate and sign the Contract with you against tender No.
..... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Kenya School of Law

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

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Kenya School of Law*)

Request for review of the decision of the..... (*Name of the Kenya School of Law*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED

Board Secretary

SECTION VI: ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We

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

Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

Stamp.....

SITE VISIT CLEARANCE CERTIFICATE(S)

This _____ is _____ to _____ certify _____ that
M/s. _____ have visited,
inspected and verified the scope of works at
(Name _____ of
site).....

KSL Representative

Name: _____

Sign: _____

Date: _____

Tenderers Representative

Name: _____

Sign: _____

Date: _____