



KENYA SCHOOL OF MONETARY STUDIES

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Kenya.**

E-mail: ksmscommunication@ksms.or.ke

TENDER No. KSMS/PROC/007/2016-2017

TO

**SUPPLY, INSTALL, CONFIGURE, TEST COMMISSION AND MAINTAIN A
HELPDESK SYSTEM**

CLOSING ON

THURSDAY 7TH JULY, 2016 AT 10.30 A.M

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SECTION A: – TENDER NOTICE

1. The Kenya School of Monetary Studies now invites sealed tenders from eligible candidates to Supply, Install, Configure, Test, Commission and Maintain a Helpdesk System specified in Section E of this document.
2. Interested eligible candidates may obtain further information from Procurement Division at Kenya School of Monetary Studies from Monday to Friday between 8.00 a.m. to 5.00 p.m. normal working hours. The tender document is available on KSMS and IFMIS websites www.ksms.or.ke and www.supplier.treasury.go.ke respectively free of charge for those who may be interested.
3. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in **Tender Box** next to the reception on the ground floor of KSMS Administration Block not later than **Thursday 07th July, 2016 at 10.30 a.m.**
4. Tenders will be opened in the presence of candidates representatives who choose to attend immediately thereafter in the offices of Kenya School of Monetary Studies.

SECTION B: – INVITATION TO TENDER

Date: _____

To: _____

Dear Sir/Madam:

**REFERENCE: TENDER FOR SUPPLY, INSTALLATION, CONFIGURATION,
TESTING, COMMISSIONING AND MAINTAINING A HELPDESK SYSTEM**

We hereby invite tenderers to submit sealed tenders for the execution and completion of the above tender, details of which are specified in Section 'E' of this document.

Tenders will be closed on 07th July, 2016 at 10.30 a.m. and shall be opened immediately at the Kenya School of Monetary Studies, Board Room

Yours faithfully,

EVECUTIVE DIRECTOR,

Kenya School of Monetary Studies

SECTION C: - GENERAL INFORMATION

INTRODUCTION

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Invitation to Tender. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The School's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with the firm or any of its officials which have been engaged by the School to provide consulting services for the preparation of the design, specifications, and other documents to be used for the purpose of this Invitation for tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya School of Monetary Studies, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3. The Tender Document

- 2.3.1 The tender document comprises the documents listed below and addendum issued in accordance with clause 2.6 of these instructions to Tenderers.

- (i) Instructions To Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars/requirements of tender

- (v) Details of Service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Kenya School of Monetary Studies in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the address indicated in the Invitation to Tender. The Kenya School of Monetary Studies will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya School of Monetary Studies. Written copies of the Kenya School of Monetary Studies response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender documents.

2.5.2 The Kenya School of Monetary Studies shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Kenya School of Monetary Studies, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya School of Monetary Studies, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.14
- (d) confidential business questionnaire

2.9 Form of Tender

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.10.5 Where a contract price variation is allowed, the variations shall not exceed 10% of the original contract price.
- 2.10.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to perform the contract if its tender is accepted shall establish to the Kenya School of Monetary Studies satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.13 Tender Security

- 2.13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Invitation to Tenderers.
- 2.13.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

- 2.13.3 The tender security is required to protect the Kenya School of Monetary Studies against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.7
- 2.13.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:
- a) Cash
 - b) a bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit
 - e) Guarantee by a deposit taking microfinance institution, SACCO Society, The Youth Enterprise Fund or Women Enterprise Fund
- 2.13.5 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by the Kenya School of Monetary Studies as non-responsive.
- 2.13.6 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.
- 2.13.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.
- 2.13.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - i). to sign the contract or;
 - ii). to furnish performance security.
 - (c) if the tenderer rejects a correction of an arithmetic error in the tender

2.14 Validity of Tenders

- 2.14.1 Tenders shall remain valid for 120 days or as specified in the tender documents after the date of tender opening prescribed by the Kenya School of Monetary Studies. A tender valid for a shorter period shall be rejected by the Kenya School of Monetary Studies as non-responsive.
- 2.14.2 In exceptional circumstances, the Kenya School of Monetary Studies may solicit the Tenderer's consent to an extension of the period of validity. The

request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

2.16.1 The tenderer shall prepare the tender in two (2) parts: one showing technical proposal and another to show financial proposal.

2.16.2 The tenderer shall prepare the tender in two (2) parts: one showing TECHNICAL ORIGINAL TENDER” and “COPY OF TECHNICAL TENDER,” as appropriate. Similarly there will be FINANCIAL ORIGINAL TENDER” and “COPY OF FINANCIAL TENDER”. In the event of any discrepancy between them, the original shall govern.

2.16.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.4 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Kenya School of Monetary Studies at the following address:

Executive Director
Kenya School of Monetary Studies
P.O. Box 65041 – 00618
NAIROBI

(b) bear inscriptions, **Tender No. KSMS/PROC/007/2016-2017** to **Supply, Install, Configure, Test, commission and Maintain a Helpdesk System** and the words, “DO NOT OPEN BEFORE,” **07th July, 2016 at 10.30 a.m.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is disqualified for any reason before opening.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kenya School of Monetary Studies will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Kenya School of Monetary Studies at the address specified under paragraph 2.17.2 no later than **07th July 2016 at 10.30 a.m.**

2.18.2 The School may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the School and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

Bulk tenders which will not fit in the tender box shall be received by the School as provided for in the appendix.

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.
- 2.19.5 The Kenya School of Monetary Studies may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Kenya School of Monetary Studies 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.

2.20 Opening of Tenders

- 2.20.1 The Kenya School of Monetary Studies will open all tenders in the presence of tenderers' representatives who choose to attend, **on 07th July, 2016 at 10.30 a.m. at Kenya School of Monetary Studies, Board Room.**
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Kenya School of Monetary Studies, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Kenya School of Monetary Studies will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.2 To assist in the examination, evaluation and comparison of tenders the Kenya School of Monetary Studies may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.3 Any effort by the tenderer to influence the Kenya School of Monetary Studies in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.2 The Kenya School of Monetary Studies will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether

the documents have been properly signed, and whether the tenders are generally in order.

- 2.22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail. If the tenderer does not accept the correction of the errors, its tender will be rejected,
- 2.22.4 The Kenya School of Monetary Studies may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.5 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Kenya School of Monetary Studies will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya School of Monetary Studies' determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.6 If a tender is not substantially responsive, it will be rejected by the Kenya School of Monetary Studies and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the Kenya School of Monetary Studies will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Kenya School of Monetary Studies will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.24.2 The comparison shall be of the prices including all costs as well as duties and taxes payable on all materials to be used in the provision of services.

2.24.3 The Kenya School of Monetary Studies evaluation of tender will take into account, in addition to the tender price and price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.25.5 and in the technical specifications:.

- a) Operational plan proposed in the tender;
- b) Deviations in payment schedule from the specifications in the Special conditions of Contract.

2.24.4 Pursuant to paragraph 2.24.3 the following evaluations method will be applied:

a) Operational Plan

The Kenya School of Monetary Studies requires that the service under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the Kenya School of Monetary Studies required delivery time will be treated as non-responsive and rejected.

b) Deviation in Payment Schedule

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Kenya School of Monetary Studies may consider the alternative payment schedule offered by the selected tenderer.

2.25 Validity Period

2.25.1 The tender evaluation committee shall evaluate the tender within the stipulated time of the validity period from the date of opening the tender.

2.26 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.

2.27 Contacting the Kenya School of Monetary Studies

2.27.1 Subject to paragraph 2.21 no tenderer shall contact the Kenya School of Monetary Studies on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.27.2 Any effort by a tenderer to influence the Kenya School of Monetary Studies in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.28 Award of Contract

(a) Post-qualification

2.28.1 In the absence of pre-qualification, the Kenya School of Monetary Studies will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.28.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the Kenya School of Monetary Studies deems necessary and appropriate.

2.28.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Kenya School of Monetary Studies will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.28.4 The Kenya School of Monetary Studies will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.28.5 Kenya School of Monetary Studies reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the Affected tender or tenderers or any obligation to inform the affected tenderer or tenderers of the ground of The Kenya School of Monetary Studies actions.
- 2.28.6 A tenderer who gave false information in the tender document about its qualification or who refuses to enter into contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.29 Notification of Award

- 2.29.1 Prior to the expiration of the period of tender validity, the Kenya School of Monetary Studies will notify the successful tenderer in writing that its tender has been accepted.
- 2.29.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the School pursuant to clause 2.30. Simultaneously, the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.
- 2.29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Kenya School of Monetary Studies will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.30 Signing of Contract

- 2.30.1 At the same time as the Kenya School of Monetary Studies notifies the successful tenderer that its tender has been accepted, the Kenya School of Monetary Studies will simultaneously inform the other tenderers that their tenders have not been successful.

2.30.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya School of Monetary Studies.

2.30.3 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.

2.31 Performance Security

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

2.31.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya School of Monetary Studies may make the award to the next lowest evaluated Candidate or call for new tenders.

2.32 Corrupt or Fraudulent Practices

2.32.1 The Kenya School of Monetary Studies requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices. When used in the present regulations, the following terms are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya School of Monetary Studies, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-

competitive levels and to deprive the Kenya School of Monetary Studies of the benefits of free and open competition;

2.32.2 The Kenya School of Monetary Studies will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

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
2.1.1	Particulars of eligibility and qualifications documents of evidence required.
2.3.2	The Tender Document containing detailed information is to be obtained from the IFMIS website www.supplier.treasury.go.ke OR Kenya School of Monetary Studies website: www.ksms.or.ke for free.
2.11.1	All Prices to be quoted in Kenya Shillings and inclusive of all costs and taxes.
2.14.1	Tender Security for Kshs. 50,000.00 is required for this tender.
2.15.1	Tender shall remain valid for 120 days after the date of tender opening.
2.16.1	Only one “ ORIGINAL TENDER DOCUMENT ” will be submitted.
2.17.2(b)	The outer envelopes shall bear the tender number and name in the Invitation to Tender and the words “ DO NOT OPEN BEFORE 07th July, 2016 AT 10.30 a.m. ”
2.18.1	Tenders to be received not later than 07th July, 2016 AT 10.30 a.m.
2.20.1	The place of opening will be KSMS Boardroom located on the 2 nd Floor Block A.

SECTION D: - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Contract”** means the agreement entered into between the School and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) **“The Services”** means provision of audit services.
- (d) **“The Tenderers”** means the individual or firm providing the services under this contract.
- (e) **“The Client”** means the Kenya School of Monetary Studies.

3.2. Application

3.2.1 These General Conditions shall apply in all contacts made by the Kenya School of Monetary Studies for the procurement of services.

3.3. Use of Contract Documents and Information

3.3.1 The tenderer shall not, without the client’s prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Kenya School of Monetary Studies to any person other than a person employed by the tenderer in the performance of the Contract.

3.3.2 The tenderer shall not, without the Client’s prior written consent, make use of any document.

3.3.3 Any document, other than the Contract itself, shall remain the property of the Client and shall be returned (all copies) to the Kenya School of Monetary Studies on completion of the Tenderer’s performance under the Contract if so required by the Kenya School of Monetary Studies

3.4. Payment

3.4.1 The method and conditions of payment to be made to the successful tenderer under this Contract shall be specified in the letter of engagement to be entered between the Kenya School of Monetary Studies and the

successful tenderer by the Kenya School of Monetary Studies Conditions of Contract.

3.5. Prices

3.5.1. Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.6. Assignment

3.6.1. The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya School of Monetary Studies prior written consent.

3.7. Termination for Default

3.7.1. The Kenya School of Monetary Studies may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

(a) If the tenderer fails to deliver any or all of the services within the period(s) as specified in the Contract, or within any extension thereof granted by the Kenya School of Monetary Studies.

(b) If the tenderer fails to perform any other obligation(s) under the Contract.

(c) If the tenderer, in the judgment of the Kenya School of Monetary Studies has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.7.2. In the event the Kenya School of Monetary Studies terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya School of Monetary Studies for any excess costs for such similar services.

3.8. Resolution of Disputes

- 3.8.1. The Kenya School of Monetary Studies and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 3.8.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.9. Language and Law

- 3.9.1. The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC.

SECTION E: - TERMS OF REFERENCE

BACKGROUND

Existing ICT infrastructure includes various commercial and custom systems deployed to support the activities of the School. It is for this reason, the School plans to implement a robust helpdesk, homogeneous and seamlessly interfaced solution upon which administrative and business systems support will be based. This will be done in compliance with the standards and with the flexibility required in order to meet the long-term targets.

OBJECTIVES OF THE ASSIGNMENT

The objective is to supply, install, configure, test, commission and maintain a Helpdesk System that will cover the support functions of the School. The winning bidder will be expected to seamlessly integrate the Helpdesk System with the Active Directory. The winning bidder will also be expected to deliver a solution capable of meeting the specifications listed in the functional requirements section.

The system should lend itself to be modularly configurable for exclusive access on the intranet.

SCOPE OF SERVICES

The School intends to enter into a contract with the winning bidder for:

- supply, implementation and maintenance of a Helpdesk System, training, and other support that facilitates the School's helpdesk systems implementation;
- interfacing with the Active Directory,
- training planning and execution, and
- detailed documentation for all delivered modules

The winning bidder and the School will work together in an initial planning phase to:

- clarify the scope for the project,
- define the specific modules to be installed,
- define the order of module installation,
- define the level of effort required by the School and the winning bidder to complete each phase of the project,
- define the software acceptance criteria, and

- define an appropriate distribution of tasks, effort, and responsibility for each phase of the project between the School and the winning bidder
- agree and sign a renewable Service Level Agreement (SLA) for a period of one year

As is apparent from the section on *Functional Requirements*, the School will require a wide-ranging set of full-featured modules to meet its support service goals. The solution will need to satisfy diverse reporting needs, address application customization, and ease the burden of ongoing support.

The bidder should be an experienced provider as well as one that can develop project plans, communication strategies, project controls and, in general, conduct business in a manner that is consistent with and complimentary to the School's modus operandi. For that reason, the School will be looking to identify a bidder with demonstrated ability to:

- effectively mentor and provide knowledge transfer on the specific helpdesk system and implementation techniques;
- implement process and organizational change with minimal stress and negative impact on the School, its staff, its clients and its students;
- competently and quickly identify and solve the technical issues that arise in a complex client-server environment and provide adequate guidance to minimize implementation and operational risks;
- provide project management experience capable of meeting schedule and budget objectives and facilitating the proper level of project controls, communication strategies and change management/facilitation activities and ensure project success; and
- Integrate their methods and philosophies with those of the School and develop relationships that match the culture of the Institution.

A detailed list of specific functional and technical requirements has been provided. The listed requirements are wide-ranging and include current known requirements and potential future requirements. The bidders' responses should be based on the capabilities of their solution. However, additional systems/modules that can be used to meet more of the listed requirements can be included in the response,

provided that they are clearly differentiated from the core solution, and associated costs and interface issues are covered.

Please note that it is critical to provide details for solution or system functionality that is not explicitly shown as a menu option, but for which workarounds are possible.

The bidder shall undertake to guarantee a minimum turnaround time with problems relating to the system(s). Details of the intended support structure, including details of personnel qualifications in this regard should be provided. Where the provider is not based in Kenya, capacity to adequately support the proposed solution will need to be demonstrated. In addition to that, the provider shall provide details of guarantees with respect to response to queries, delivery times and system upgrades.

These terms of reference, will form part of the Contract with the winning bidder and the winning bidder will be required to provide all that is indicated herein.

TRAINING

A schedule of planned training shall be provided in the proposal. Describe on-site training for the system(s), ongoing training, web-based training, user groups and other continuing training opportunities and associated costs. The training shall encompass installation, operation, maintenance and management of the system and shall address the following:

- details of training to be offered,
- system configuration, administration, monitoring, management, maintenance, backing up, and report generation,
- bringing the system offline and online,
- recovery and restoration procedures,
- troubleshooting for system faults,
- support and helpdesk procedures,
- day-to-day operations

PROPOSED SCHEDULE

The bidder will be expected to propose a realistic project schedule describing how they will meet the various project milestones while also identifying constraints that may affect the project. The bidder must propose an organization structure of the

implementation. The proposal shall include a project manager to oversee the project to ensure that it meets the requirements of the School and to be the key contact for the entire deployment, implementation, and training process.

DATA SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT

The School will provide necessary and adequate facilities as and when required for execution of the project to enable the bidder fulfill the objectives of the assignment. This will be applicable for each bidder employee associated with the project and will be arranged and provided at no cost to the bidder.

Bidders should indicate optimum specifications for the equipment required to support the solution. Any specialized hardware or accessories should also be indicated. It should be clear that the School shall not be bound to buy such hardware or accessories from the bidder.

SECTION F: - EVALUATION CRITERIA

The client will carry out evaluation on the tenders on the basis of the following factors:

The criteria for evaluation shall be sub-divided into two sections namely, Mandatory and Technical criteria. Only firms achieving all the mandatory requirements will proceed for Technical evaluation.

Only bidders scoring seventy five percent (75%) and above in the technical evaluation will have their **financial bids opened for financial evaluation**.

EVALUATION OF PROPOSALS

In general, the technical proposals will be evaluated against a range of criteria, some of which are outlined below:

- Closeness of fit of proposed solution to the functional requirements, including breadth and depth of product coverage and functionality.
- Design of the proposed solution, including modularity and architecture and the ease with which the proposed system can be delivered, operated and supported.
- Reliability and performance of the software.
- Proven implementation ability of the bidder in delivering similar solutions.
- Support capability of the organization, including installation assistance, technical support, user training, and ongoing software maintenance.
- Cost of system implementation, ongoing support and financial capacity of the bidder.
- Time scales and resources required for complete system implementation.
- Risks associated with the proposed solution and its implementation.
- Resource quality, e.g. quality of staff, depth of understanding shown in response and at demonstrations.
- Integration with the Active Directory.
- Terms of the contract.

During the evaluation process, the School will contact the referenced installations of the short-listed bidders. The School will also require a detailed demonstration of the proposed solution. The School shall expect the demonstrations to be held at the

School and led by the proposed project manager and the senior implementation project team members.

MANDATORY REQUIREMENTS (MR)

Lack of any one of the mandatory requirements will lead to automatic disqualification.

No.	Requirement	Response
MR 1	Provide legal documentary evidence in the domicile country of: (a) Certificate of registration/Incorporation (b) Current Tax Compliance Certificate	
MR 2	Company Profile using the format provided in business questionnaire form	
MR 3	The latest three financial years (3) audited accounts duly authenticated (certified as true copies of the originals)	
MR 4	Bid bond for the amount of KES. 50,000 or the equivalent in US dollars.	
MR 5	Letter of authorization from the software copyright holder (for any third-party software). Letters from any dealer who is not the software copyright holder are not acceptable.	

TECHNICAL EVALUATION

STAGE 1

Bidders who meet ALL the mandatory requirements will proceed to technical evaluation. The technical evaluation will involve two mandatory stages as follows:

EVALUATION CRITERIA FOR WORK PLAN, METHODOLOGY AND APPROACH

Work plan, methodology and approach shall be evaluated based on the criteria below:

	Aspect to be Evaluated	Max (%)
1.	Clearly articulates the technical approach and methodology to adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.	10%

	Aspect to be Evaluated	Max (%)
2.	Proposes a realistic and feasible work plan that is consistent with the technical approach and methodology.	10%
3.	Presents a structured approach, describing each task to fulfill a specific purpose and their contribution to the overall objectives of the project, identifying its reason for inclusion. Tasks inter-relationships and milestones should be indicated.	15%
4.	Provides a list of final documents and reports to be delivered as final output(s) including their delivery dates.	12%
5.	Provides sufficient detail to provide the School with the necessary task, resource, and sequence information to allow for logistics and staff allocation planning.	6%
6.	Clearly articulates any facilities, data, and other requirements that the School will be expected to provide. Bidders should indicate optimum specifications for the equipment required to support the solution. Any specialized hardware or accessories should also be indicated.	6%
7.	Projects time and resource commitment for testing and accepting the system components and configuration within the School's production environment.	8%
8.	Includes recommended training plan for end users of the solution and the ICT staff responsible for ongoing system administration and maintenance and support.	6%
9.	Discloses the method(s) of training (instructor-led hands-on classroom training, training-the-trainer, offsite public classroom training, web-based training, etc.)	5%
10.	Includes a description of the vendor's post-implementation technical support programs highlighting the hours and days of operation, and information on response time for urgent and non-urgent assistance requests.	10%
11.	Includes a high-level description of how integration with other enterprise systems will be achieved.	12%
Total		100%

STAGE 2

EVALUATION CRITERIA FOR FUNCTIONAL REQUIREMENTS

Functional requirements will be evaluated based on the criteria described below:

Functional Requirements	% Score	
General	Technology	25%
	Integration	10%
Helpdesk System	65%	
Total	100%	

STAGE 3

The combined results of work plan methodology & approach and functional requirements shall be prorated as follows:

Requirement	% Score
Work Plan, Methodology and Approach	20%
Functional Requirements	80%
Total	100%

A tender/proposal must score a minimum mark of 75% in the technical evaluation (Stage 3) to proceed to stage 4 of capacity to deliver.

FUNCTIONAL REQUIREMENTS

This section sets out the detailed requirements of the School, which need to be considered for any proposed system. The bidder should complete the following proposed integrated helpdesk system checklist.

Response	Description	Score
FS	(Fully Supported) the system fully supports the requirement without any workarounds or modifications.	5
RC	(Requires Customization) the system has a workaround available to support the requirement or the bidder <i>will</i> undertake the customization needed to accommodate the requirement at no extra cost .	2

NS	(Not Supported) the system does not support the requirement.	0
----	--	---

For any functionality or feature in the checklist to which the response is FS, the bidder **MUST** use the Reference column to provide the page number or section in their product documentation/brochure where that can be verified. For that reason, bidders will be expected to provide detailed product documentation. During the verification, the Evaluation Team may moderate the bidder response based on the strength or otherwise of the evidence provided in the product documentation. **Any particular response given against a requirement in the checklist will impose the matching liability on the bidder to fulfill the commitment.** For instance, a bidder who answers with RC against a requirement will be expected to carry out customization or provide a workaround to support that requirement. The responses given will form an appendix to the future contract.

Functionality or Feature	Bidder Response	Reference
1. <u>TECHNOLOGY</u>		
1.1 Database Platform		
Utilizes a proven and reliable Relational Database Management System that offers enterprise-level scalability and efficiency.		
Utilizes a database platform that supports replication with a master/slave relationship between the original and the copies.		
Utilizes a database platform that supports transaction processing – interdependent operations must succeed or fail as a complete unit in accordance to business rules.		
Utilizes a database platform that supports scheduled jobs and regular automated backup procedures – without system downtime.		
Utilizes a database platform that supports structured metadata of database objects in a searchable form.		

Functionality or Feature	Bidder Response	Reference
Utilizes a database platform that supports industry standards performance tuning techniques and intelligent optimization of execution plans.		
Utilizes a database platform that implements high level security.		
Utilizes a database platform that can store data in the order of terabytes while still preserving integrity, availability, and reliability.		
1.2 Architecture		
Web-based solution that can be deployed across multiple servers with the master database centralized in a single server.		
Web-based interface with support for: <ul style="list-style-type: none"> • Internet Explorer ver. 8 and higher, • Firefox ver. 4.5 and higher, • Opera ver. 9 and higher, • Google Chrome, and • Safari. 		
Web-based interface with support for hand-held devices.		
Support at least 500 concurrent users.		
Deployable on 64-bit platforms as well as the traditional 32-bit platforms.		
1.3 Security, Reliability and Availability		
Enforces application level authentication via use of username and password and leveraging the Active Directory integration.		
Support automatic logout/expiration of an idle session (a session without client activity) after a configurable duration of time.		
Provide the following data validation and edit checks: sequence checks, limit checks, range checks, validity checks, reasonableness checks,		

Functionality or Feature	Bidder Response	Reference
table lookups, and completeness check.		
Support transaction and error logging.		
Support a comprehensive easy-to-follow audit trail having at least the following data associated with the event: identity of the would-be user, resources requested, action privileges requested, terminal/host identifier, time stamp, resources provided/denied, action privileges allowed/denied.		
Provide full flexibility to ensure that access to features, services and information is controlled by institution defined criteria.		
Dependable and fault tolerant, easy to run, easy to shutdown, easy to troubleshoot, and easy to restore or fix.		
1.4 System-wide Requirements		
Provide personalized content and experience for different classes of users. This should include dashboards with snapshots that are relevant to the end-user group.		
Support creation, enabling, disabling, and termination of accounts for different classes of users as well as granting and revoking of rights and maintain audit trails of all accounts.		
Supports management of user profiles to allow agents such as portals to automatically configure themselves for particular end-users and to prevent end-users from having to enter their preferences into multiple user agents. The end-users should also be able to edit their profile i.e. correct misspelt names.		
Provide customized reports across the system and ability to print, export, download or email them to a user or group of users or non-users – by supplying email addresses.		
Support extensibility points to facilitate routing of		

Functionality or Feature	Bidder Response	Reference
processes/workflows through other specialized systems or applications.		
Offer a framework that supports ad-hoc reporting (query-based) using predefined report object structures and report view objects to enable different category of end-users create or define reports relevant to their work.		
Support searching, filtering, paging, printing, and exporting to major file formats of various lists across the entire system.		
Provide a detailed non-technical documentation, user guides and operator's manuals for users playing administrative roles as well as regular/normal users.		
Support sending of notifications and alerts on e-mail to concerned parties when certain changes happen in the system.		
Support free-text where necessary when composing different notifications.		
Support automatic numbering of all requests sequentially.		
Support fields of sufficient length to capture different of data throughout the system.		
Provide real-time access to information by means of quick and easy queries that can be personalized and saved for future use.		
2. <u>INTEGRATION WITH THE ACTIVE DIRECTORY</u>		
2.1. Subsystems/Components		
The helpdesk system should be able to import all users and user groups into it automatically.		
Users should be able to use their AD credentials to login		
System should provide access logs		
The system should be able to enable single sign-		

Functionality or Feature	Bidder Response	Reference
on.		
2.2. External		
Provide a means to integrate and/or facilitate transfer of selected data from the System to the Active Directory		
3. <u>HELPDESK SYSTEM</u>		
3.1. TICKET MANAGEMENT		
<ul style="list-style-type: none"> The initial identification and capture of an ICT incident received in any way (Telephone, walk-ins, e-mails, direct entry by user) 		
<ul style="list-style-type: none"> Allocation of unique ticket numbers which are shared with the users 		
<ul style="list-style-type: none"> Incident classification and allocation to a resolution team/person 		
<ul style="list-style-type: none"> Tracking progress in incident resolution 		
<ul style="list-style-type: none"> Closing successfully completed incidents 		
3.2. SELF SERVICE PORTAL		
Gives the ticketing system greater reach through features such as:		
<ul style="list-style-type: none"> To allow end users to perform a variety of ICT-related tasks or interactions: 		
<ul style="list-style-type: none"> submitting and checking the status of incidents, 		
<ul style="list-style-type: none"> viewing ICT announcements, and contacting ICT via chat 		
<ul style="list-style-type: none"> End users can also access self-service options, like the FAQs and other tasks such as participating in the change management processes or accessing their desktops remotely via the Helpdesk Remote Desktop 		

Functionality or Feature	Bidder Response	Reference
3.3. Knowledge Base		
<p>A repository of tips and how-to solutions for both admins and end users. Admins can share their knowledge with peers, such as solutions to ICT issues, and also provide knowledge articles for end-user self-help. The Knowledge Base is integrated within the Helpdesk ticketing system so admins can easily find helpful articles from within a ticket or proactively suggest articles to end users while they are typing in the title of their ticket.</p>		
<p>Allows a system administrator to post news or articles that empowers the end-users with knowledge on a particular topic. These articles should be set to have an expiry date or the administrator should be able to remove them.</p>		
<p>Escalation Rules: ticketing system should provide built-in automation capabilities that allows set up and operate ticket-related rules based on a variety of criteria and with a wide range of notifications options. For example, you may wish (or need) to escalate a new ticket, if it hasn't been assigned and classified within one hour of receipt, by changing its priority and notifying a manager</p>		

Functionality or Feature	Bidder Response	Reference
Routing Rules: ticketing system should automatically assign tickets to the most appropriate, or pre-determined, admins or technicians based on their properties, such as SLA, Section, user group, and category. For example, a certain technician is automatically assigned to a ticket based on the requesting user's business function or the type of issue		
Dynamic Timers: Feature to configure timers to measure the time tickets spends at various stages		
Dynamic Forms: Allows creation of different forms to match different incidents		
Reports: Generate reports on activities, performance, service quality, hardware/software inventory, tasks and projects.		
Granular Permission Control: provide a flexible and comprehensive set of role-based permissions – to limit who can create, view, update, and delete information. Configure permissions for admins or for groups.		
3.4. Remote Control		
Allows user administration and control from remote		
3.5. Automation		
Action Rules – Business based action rules to automate processes		
3.6. Flexibility		
The system should be flexible in deployment and extensible to integrate with other systems.		
3.7. CONFIGURATION MANAGEMENT DATABASE (CMDB) SOFTWARE		
CMDB software to keep track of the		

Functionality or Feature	Bidder Response	Reference
configuration items in the ICT ecosystem, map the connections between them, and help predict the influence of changes		
<ul style="list-style-type: none"> • Predict the business impact of change with CMDB 		
<ul style="list-style-type: none"> • Automatically import data into CMDB 		
<ul style="list-style-type: none"> • Create comprehensive insightful inventory of assets 		
<ul style="list-style-type: none"> • Create relationships between configuration items 		
<ul style="list-style-type: none"> • Conduct root cause analysis 		
3.8. NETWORK DISCOVERY		
Quickly discover the network and deploy the helpdesk Agent to computers running Windows, Linux, Mac, and Unix. Also discover, enroll, and manage iOS and Android mobile devices		
<ul style="list-style-type: none"> • Discovering computers 		
<ul style="list-style-type: none"> • Discovering and managing non-networked devices 		
<ul style="list-style-type: none"> • Discovering SNMP devices 		
<ul style="list-style-type: none"> • Discovering remote networks 		
3.9. MONITORING		
Monitoring to provide alerts and notifications to help you proactively monitor and manage network components, CPU, disk space, memory usage, software/ hardware updates, and more.		
<ul style="list-style-type: none"> • Real-time monitoring of ICT assets 		
<ul style="list-style-type: none"> • Notifications as incidents are recorded 		
<ul style="list-style-type: none"> • Software and hardware updates 		
<ul style="list-style-type: none"> • Custom monitoring of any scenario 		
<ul style="list-style-type: none"> • Network card activity 		

Functionality or Feature	Bidder Response	Reference
<ul style="list-style-type: none"> Control and listening to SNMP devices 		
3.10. Reports		
Identify Problems and bottlenecks: <ul style="list-style-type: none"> Incident categories that are the most time intensive Admins that take the most time to resolve issues End users that submit the most issues IT assets associated with the most incident records Register of system support staff and end-users List of open cases indicating the period of time that they have remained open Daily, weekly and monthly of incident summary 		
Detailed Reporting for ICT Asset Management: <ul style="list-style-type: none"> All assets' details including: purchase date, cost, warranty expiration, supplier, owner/user, location, etc. The software installed on each IT asset (including mobile devices) Changes to each IT asset Reports on IT asset inventory aging 		

STAGE 4: Technical Capacity to Deliver

NB: Bidders that comply fully with the technical specifications listed above shall proceed to the next level of capacity to deliver.

(a) Capacity to Deliver

No.	Evaluation Attribute	Max Score (%)	% Score
T1	Experience	10%	
	Number of years in implementation of similar solutions	<ul style="list-style-type: none"> 5 Years > = 10 Others prorated at: 	

		$\frac{\text{Number of years} \times 10}{5}$	
T2	References	10%	
	Provide list of at least 5 clients of similar completed/on-going projects involving similar solutions. Give current address, physical, telephone and contact person of listed references	$\frac{\text{Number of clients} \times 10}{5}$	
T3	DUE DILIGENCE (To be carried out on any of the listed clients); presentation shall be requested	50%	
	<ul style="list-style-type: none"> • Site Verification(refer table) • Demo(Refer table) • Post implementation support 	20% 20% 10%	
T4	DELIVERY PERIOD	5%	
	State delivery, installation and commissioning period of the solutions. Provide documentary evidence of Schedule of Work (This should be realistic as it will form the basis of the contract).	<=8 weeks = 5% 8-12 weeks =3% >12 weeks=0	
T5	TECHNICAL STAFF	5%	
	Provide a list of at least 2 qualified technicians for installation & commissioning Attach support documents i.e. CVs, copies of certificates	2 or more technicians: Others prorated at: $\frac{\text{Number of tech.} \times 5}{2}$	
T6	FINANCIALS	20%	
	a) Profitability Margin	A margin above 30% 10 marks; 10-29 % 5 marks; 1-9% - 1 marks and below 1% 0 marks	
	b) Liquidity Ratio	2:1 – 10 marks; 1:1 –5 marks; 0.5:1- 1 marks less than 0.5:1 - 0 marks	
	TOTAL	100%	

Ratios

$$\text{Debt Equity Ratio (net worth)} = \frac{\text{Total debt}}{\text{Net worth}}$$

$$\text{Profitability Margin} = \frac{\text{EBIT}}{\text{Total sales (income)}}$$

$$\text{Current Ratio (liquidity)} = \frac{\text{Current Assets}}{\text{Current Liability}}$$

EBIT= Earnings before interest & taxes

Only tenders who **score 75 and above** out of the maximum 100 scores on the above Technical Evaluation will qualify for **(Stage 5)** Financial Evaluation.

INFORMATION ON VENDOR DEMONSTRATIONS

Bidders achieving the stipulated cut-off marks will be provided an opportunity to demonstrate their software to the Evaluation Team. Each bidder will be advised about the **date** and **time** of the demonstration, and will also be provided with a detailed **demonstration script** to follow during the demonstration.

The Evaluation Team will focus on both the product **functionality** and product **quality**, especially ease of use. The quality of the demonstrators will also be evaluated.

During the demonstration, bidders should expect to use a mix of their own test data and data provided by the School. Any bidder who proposes a third-party product as part of the proposal will need to either demonstrate the third-party product, or bring along the owner of the third-party product to participate in the demonstration.

Below is the scoring scheme:

	Aspect to be Evaluated	Score	Max. (%)
1.	Helpdesk component/system (functionality and quality)		60%
2.	System integration		15%
3.	Quality of presentation (how well the demonstrators appear to know the product and how well they appear to understand the target customer's market)		5%
4.	Questions and Answers Session – Based on customer satisfaction of answers presented		20%

Aspect to be Evaluated	Score	Max. (%)
Total		100%

EVALUATION CRITERIA FOR SITE VERIFICATION

After bidders have demonstrated their proposed integrated Helpdesk system at the School, **verification will be sought from at least one of the bidder's current customers using a system similar to the one offered.**

Below is the scoring scheme:

Aspect to be Evaluated	Score	Max. (%)
1. Customer support capabilities:		
<ul style="list-style-type: none"> number of dedicated customer support staff 		5
<ul style="list-style-type: none"> Support options provided 		5
<ul style="list-style-type: none"> Average response rate to client support issues 		5
<ul style="list-style-type: none"> Logging and tracking of support requests (helpdesk system) 		5
<ul style="list-style-type: none"> Problem escalation procedures (process of dealing with tough cases) 		5
<ul style="list-style-type: none"> Capable of assigning tickets to the most appropriate person or predetermined admins 		5
<ul style="list-style-type: none"> Allow vacation role 		2
<ul style="list-style-type: none"> Automatic issuing of tickets (e-mails can be converted to tickets including attachments) 		5
<ul style="list-style-type: none"> Capable of escalating unattended issues/incident/report to a higher level 		5
<ul style="list-style-type: none"> Allows one (support person) to escalate with comment to the next person in line 		3

	Aspect to be Evaluated	Score	Max. (%)
	<ul style="list-style-type: none"> Capable of allowing admin to create, view, update and delete information. The admin should also be able to configure permissions (limit permissions) for admins or specific groups 		5
2.	Product ownership experience (to be obtained from a client in the same industry with, and of a similar size to the School. Ideally, the client should be using the same version of the software as the one proposed to the School by the vendor):		
	(a) product functionality		10%
	(b) ease of use		5%
	(c) ease on initial implementation		10%
	(d) product support/vendor integrity		10%
	(e) ease of software upgrades		10%
	(f) system efficiency		5%
	Total		100%

STAGE 5: - FINANCIAL EVALUATION

LOWEST EVALUATED TENDER (L.E.T.)

Only tenderers who **score 75 of the total 100 score** on the Technical Evaluation on Capacity to Deliver the Helpdesk System will be subjected to financial evaluation.

SECTION G: - PRICE SCHEDULE

The Firm fees should be quoted in Kenya shillings including all the relevant taxes (VAT, etc.) and shall be valid for the contract period. The FINANCIAL PROPOSAL SHALL BE PROVIDED IN A SEPARATE ENVELOPE. The outer envelope to bear the Tender No. and Name while the inner envelope will bear the name of the bidder.

Signature of Tenderer _____

Note: In case of discrepancy between price per year and total price, the price per year shall prevail.

SECTION H: - 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. **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.
3. **Confidential Business Questionnaire Form:** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Tender Security Form:** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the School. The tender security form must be completed by the tender and submitted with the tender.

1. FORM OF TENDER

Date _____

Tender No. _____

To: _____

(Name and address of School)

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 **HELPDESK System** 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.
1. We undertake, if our Tender is accepted, to deliver the goods 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 school in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by
.....*(School)*.
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 _____

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

Part 1 – General:

Business Name

Location of business premises.

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 Banker Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details..... 																				
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship Details	Shares																		
1.																					
2.																					
3.																					
4.																					
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p>																				

Nominal Kshs.																								
Issued Kshs.																								
Given details of all directors as follows																								
<table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....			
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2.....																								
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5.....																								
Date Signature of Candidate																								

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

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 services*]
(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 Procuring entity*] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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)

4. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between [*name of Procurement entity*] of [*Country of Procurement entity*] (Hereinafter called “the School) of the one part and
..... [*Name of tenderer*] of [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the School 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 School’s Notification of Award
3. In consideration of the payments to be made by the School to the tenderer as hereinafter mentioned, the tender hereby covenants with the School to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The School 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 School

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

5. PERFORMANCE SECURITY FORM

To

[Name of School]

WHEREAS *[Name of tenderer]* (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
_____ *[Reference number of the contract]* dated _____ 20 _____
_____ to supply *[Description of goods]*
(Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____ *[Name of bank or financial institution]*

_____ *[Address]*

_____ *[Date]*

6. BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To

[Name of School

[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 School 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 School 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 School 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]

7. MANUFACTURER'S AUTHORIZATION FORM

To [name of the School]

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. LETTER OF NOTIFICATION OF AWARD

Address of School

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

9. FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (School)

Request for review of the decision of the..... (Name of the School) 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. etc.

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

- 1. 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