



KENYA SCHOOL OF GOVERNMENT
Empowering the Public Service

TENDER DOCUMENT

FOR

**DESIGN AND DEVELOPMENT OF BULK PUSH & PULL SMS
SOLUTION, USSD QUERY SERVICE & MOBILE APPLICATION
SOLUTION**

TENDER NO: KSG/88/2018-2020

CLOSING DATE: TUESDAY 19, MARCH 2019 AT 10.30AM

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SECTION I: INVITATION TO TENDER

4th March 2019

- 1.1 Kenya School of Government invites sealed tenders from eligible candidates for design and development of bulk push & pull SMS solution, USSD query service & mobile application solution as per the tender Mandatory requirements
- 1.2 Interested eligible candidates may obtain further information from and inspect and buy the tender documents at the Procurement Offices, Kenya school of Government, Lower Kabete, during normal working hours at Kshs 1,000.00 only or download free of charge from the website www.ksg.ac.ke.
- 1.3 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 **(120)** days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Kenya School of Government, Lower Kabete campus so as to be received on or before **Tuesday 19, March 2019 at 10.30 am**
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Meeting Room 1 Administration Block, Lower Kabete Campus.
- 1.6 Your document should be submitted spiral/velo binded and properly **page numbered**. The School shall not be responsible for loss of documents not bound/loose.

**Supply Chain Manager For.
Director General**

SECTION II: INSTRUCTIONS TO

TENDERERS 2.1 Eligible tenderers

- 2.1.1. This Invitation for Tenders is open to all bidders eligible as described in the Invitation to Tender. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Kenya School of Government employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 a firm or any of its affiliates which have been engaged by Kenya School of Government to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 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 Kenya School of Government, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1, 000/=
- 2.2.3 Kenya School of Government shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements

- 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
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify Kenya School of Government in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Kenya School of Government will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Kenya School of Government. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. Kenya School of Government 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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kenya School of Government, 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.

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable 7

price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by Kenya School of Government within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kenya School of Government satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect Kenya School of Government against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 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 Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenya School of Government as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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 Kenya School of Government.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Kenya School of Government 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.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by Kenya School of Government, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Kenya School of Government as nonresponsive.

2.13.2 In exceptional circumstances, Kenya School of Government may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 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. The inner and outer envelopes shall:

(a) be addressed to Kenya School of Government at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Tuesday 19 March, 2019 at 10.30 a.m.**

2.15.3 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 declared "late". –

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kenya School of Government will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by Kenya School of Government at the address specified under paragraph 2.15.2 no later than **Tuesday 19 March, 2019 at 10.30 a.m.**

2.16.2 Kenya School of Government may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by Kenya School of Government as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 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 tender's is received by Kenya School of Government prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 Kenya School of Government may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Kenya School of Government 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.

2.18 Opening of Tenders

- 2.18.1 Kenya School of Government will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:30 am, Tuesday 19 March, 2019 at 10.30 a.m.** in Meeting Room 1 Administration Block. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kenya School of Government, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 Kenya School of Government will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders Kenya School of Government 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence Kenya School of Government in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 Kenya School of Government will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 Kenya School of Government may waive any minor informality or nonconformity 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Kenya School of Government 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. Kenya School of Government determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Kenya School of Government and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, Kenya School of Government 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.

2.22 **Evaluation and comparison of tenders.**

2.22.1 Kenya School of Government will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 Kenya School of Government evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

Kenya School of Government requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than Kenya School of Government 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 on a 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. Kenya School of Government may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 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.

2.23. Contacting Kenya School of Government

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kenya School of Government on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Kenya School of Government in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, Kenya School of Government 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Kenya School of Government deems necessary and appropriate.

2.24.3 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 Kenya School of Government will proceed to the next

lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 Kenya School of Government will award the contract to the successful tenderer 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.

2.24.4 Kenya School of Government 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 tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Kenya School of Government action. If Kenya School of Government determines that none of the tenderers is responsive; Kenya School of Government shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 prior to the expiration of the period of tender validity, the Procuring Entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Kenya School of Government pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Kenya School of Government will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (14) days of the receipt of notification of award from Kenya School of Government, 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 Kenya School of Government.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kenya School of Government may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 Kenya School of Government 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 not and will not be involved in corrupt or fraudulent practices.

2.28.2 Kenya School of Government 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;

2.28.3 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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	Particulars of appendix to instructions to tenderers
2.1	This Invitation for Tenders is open to all bidders eligible as described in the Invitation to Tender)
2.10	Kenya shillings
2.11	As per the detailed Evaluation criteria in the tender document
2.12	Not applicable
2.24	As per the Evaluation criteria
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

EVALUATION CRITERIA

MANDATORY EVALUATION

Mandatory Evaluation (Failure to meet any of the below mandatory requirement will lead to automatic disqualification)

1.		ME 1	TO FULL COMPLY
	a)	Copy of registration/incorporation certificates.	Yes/No
	b)	Copy of Current KRA Tax Compliance Certificate	Yes/No
	d)	Form of tender fully filled	Yes/No
	e)	Confidential Business Questioner fully filled	Yes/No
	f.	Proof of fixed Business premise	Yes/No
	g.	Valid copy of CR12 and IDs of persons on CR12	
2.		ME 2	Yes/No
	a)	Name of the Company/firm/supplier	Yes/No
	b)	E-mail address	Yes/No
	c)	Postal address	Yes/No
	d)	Mobile No./telephone	Yes/No
3		ME 3 – Financial Position & Terms Of Trade	
	a)	Credit period (not less than 30 days)	Yes/No
4		ME 4– Litigation History (must be filled accordingly)	Yes/No
5		ME 5- all pages must be numbered	Yes/No
6		ME 6 -all alterations must be signed for	Yes/No
7		ME7- sworn statement filled accordingly	Yes/No
8		ME8-self declaration of non-engagement in corruption & non debarment from public procurement	Yes/No

TECHNICAL CRITERIA

Technical Evaluation Stage

The proposals shall be evaluated using the following criteria and score points with total of 100marks:

1. Team Qualification and experience; (30 marks)

Qualifications of the team to handle the assignment. CVs **stamped** by the bidder submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments and relevant **certificates must** be attached in order to score marks.

Team	Qualification 3	Maximum Marks
Project Lead	Post graduate certification	2
	Undergraduate certificate	3
	Relevant experience > 7 years - 10 marks 5 - 7 years - 7 marks 3 - 5 years - 5 marks Below 3 years will score zero	10
Two technical staff (marks to be given equally for each staff)	Undergraduate certificate	5
	Relevant experience > 5 years - 10 marks 4 - 5 years - 7 marks 3 - 4 years - 5 marks Below 3 years will score zero	10

2. Firm's experience; (30 marks)

Brief description of the organization and an outline of relevant experience of the firm in providing Solution Mix (Mobile Applications, SMS, USSD services). Bidders should take into consideration the following:

- i. Recommendation letters indicating similar works and services (include a brief of work done or services rendered)
- ii. Bidders to provide evidence of serviced LSOs or signed contracts.

- iii. Evidence of having experience in the Solution mix of the works and services mentioned above.

Qualification		Marks
Firm Experience	5 years and above – 10 marks	10
	Above 3 years but below 5 years – 6 marks	
	Above 1 year but below 3 years – 3 marks	
	Below 1 year will score zero – 0 marks	
Qualification		Marks
5 recommendation letters for similar works and services within the last 5 years (2 marks for each)		10
Bidders to provide 2 LSOs (1.5 marks for each LSO provided)		3
Solution mix experience (Mobile Applications, SMS, USSD services.		7
Any 3 above – 7 marks		
Any 2 – 3 marks		
Any 1 – 1 mark		

3. Methodology (25 marks)

Description of proposed approach, methodology and work plan to be adopted for the assignment including tools to be used, estimated time and report architecture

Description	Marks
Understanding and Conformity to the terms of reference provided	5
Completeness of description of methodology and work plan:	
i. Initiation and feasibility study	4
ii. Implementation	5
iii. Testing	5
iv. Commissioning	2
v. Support phase	2
vi. Training and Knowledge transfer	2

4. Financial capability (15 marks)

The average turnover of the entity for the last three fiscal years. **To submit audited financial statements for the last three years. Unaudited financial statements will score zero.**

Item	Amounts (Kshs)	Marks
Average turnover	Above 5 million	15
	Above 3 – but below 5 million	10
	Above 1 – but below 3 million	5
	Below 1 million scores zero	0

Bidders will proceed to the financial evaluation stage if they score a minimum of 80 marks and above in the criteria. Technical will carry a weighting of 80%.

	<p>□ Professional qualification (Attach copies of Certificates) – Failure attach (0 Marks) Certificate in Web design and Development (3.5 Marks X 2 = 7 Marks)</p> <p>Experience 1 year experience in development of mobile - Apps (5 marks X 2 = 10 Marks)</p>	
TR 3	Financial Qualification/Capacity	
	Turnover of Kshs. 3 Million and above -5 marks Below - 0 Marks	5
TR 4	APPROACH, METHODOLOGY & WORKPLAN	20
	Technical approach and methodology for the proposed service	10
	A comprehensive work plan towards the proposed service with clear milestones.	10
		100
	PASS MARK	70

Bidders who qualify from technical evaluation stage one will proceed to financial comparison.

SECTION III: DESCRIPTION OF SERVICES/SCOPE OF WORK

Proposed Terms of Reference (TOR) design and development of bulk push & pull SMS solution, USSD query service & mobile application solution.

INTRODUCTION

The School seeks to engage a service provider to Supply, Install and Commission a bulk push and pull SMS solution, USSD query service and mobile application solution. The terms of reference for the respective services are as outlined below.

BULK PUSH AND PULL SMS SOLUTION

Below are the specifications and deliverables for the bulk push and pull SMS solution.

- a. The SMS solution provided to the School should be accessible to at least two leading (by subscriber numbers) licensed and operational mobile network operators. It is the responsibility of the bidder to enable SMS services availability across the mobile network operators.
- b. The SMS service should be able to deliver a minimum of 100 SMS /second
- c. The SMS service should be able to deliver the query response within 10 second upon receipt.
- d. The SMS service should be able to support messages longer than 160 characters of length (i.e. It should support message concatenation). If possible up to 320 characters or two messages.
- e. The SMS service should support common special characters such as (!@#\$%^&*()-_+=/*,<>.:?{} [] `~|\ ;|”) etc.
- f. The SMS service should provide a feature for delivery status notifications for each message sent.
- g. The SMS service should be able to support both PUSH and PULL methods.
- h. The solution shall have Antispam and duplicate filters
- i. Provision of User ID/Password to access to website/portal
- j. Provision of a website/portal for sending bulk SMS
- k. Provision of a website/portal for viewing of statistics and generation of reports.
- l. Provision of a website/portal to store and archive content of all sent and received SMS.
- m. The bidder shall be the single point of contact for the School. The School will not enter into any contract with any telecom, carrier or service provider.
- n. Availability of the Bulk Push and Pull SMS solution to be made on 24*7*365 basis.
- o. The solution offered should meet the requirements of the School throughout the contract period, the Service level agreement shall be renewed annually subject to satisfactory performance for a maximum period of five (5) years.
- p. Facility of Admin Users to create/modify/delete/maintain users
- q. Upload of Mobile Numbers through Excel and Txt formats

- r. Provision for Scheduling of SMS
- s. Provision for customized messages to many members

USSD QUERY SERVICE

Below are the specifications and deliverables for the USSD query service

- a. The USSD query code provided should be a dedicated sub-code to the School e.g. *204#.
- b. The bidder shall be responsible for provision of the USSD interface and menus as per the School business requirements.
- c. The USSD query service shall be integrated to our current erp system for the query raised by our participants for quick and accurate response.
- d. The USSD query code provided to the School to serve its members should be accessible across at least two leading (by subscriber numbers) licensed and operational mobile network operators. It is the responsibility of the bidder to enable USSD query services across the mobile network operators.
- e. All USSD query transactions will require confirmation prior to submission at the end of all stages.
- f. The USSD query service should be able to accept a minimum of fifty (50) simultaneous connections.
- g. The USSD query response for a menu should not exceed 10 sec.
- h. USSD service session timeout should be configurable, but not less than 60 seconds.
- i. Availability of USSD query services and to be made on 24*7*365 basis.
- j. The bidder shall be the single point of contact for the School. The School will not enter into any contract with any telecom, carrier or service provider.
- k. The solution offered should meet the requirements of the School throughout the contract period, the Service level agreement shall be renewed annually subject to satisfactory performance for a maximum period of five (5) years.

MOBILE APPLICATION

Below are the specifications and deliverables for the Mobile Application

- a. Develop the content for the mobile phone application as per requirements of the School
- b. Develop the user interface for the application that is easy to use with context help features.
- c. Upload the front-end application on Google Play Store and Apple Store
- d. The mobile App will be available for all devices using android operating system or windows operating system or Linux operating system
- e. The Service Provider shall seek and maintain the Security Certification of the Mobile App.

- f. The Mobile App shall be adequately branded Kenya School of Government and protected by Copyright laws to be property of Kenya School of Government
- g. The Service Provider shall monitor and evaluate the rating of the app and keep enhancing its features and functionality after approval by the School
- h. The mobile application shall be integrated to our current erp system for the query raised by our members for quick and accurate response.
- i. The solution offered should meet the requirements of the School throughout the contract period, the Service level agreement shall be renewed annually subject to satisfactory performance for a maximum period of five (5) years.

FINANCIAL EVALUATION

The bidder meets the Functional requirements and lowest in tender sum will be awarded the contract

PRICE SCHEDULE:

NO.	ITEM DESCRIPTION	Amount In Kshs.
1.	Supply, Installation and Commissioning of Bulk Push and Pull SMS Solution	
2.	Supply, Installation and Commissioning of USSD query service	
3.	Supply, Installation and Commissioning of mobile application	
16 % VAT		
Total Price VAT Inclusive in Kshs.		

NOTE

The currency quoted must be in Kenya Shillings.

All recurrent costs MUST BE INDICATED SEPARATELY INCLUSIVE OF ALL TAXES, that is for, Bulk SMS charge per SMS, Cost per annum for hosting mobile application on google play store and apple store, Cost per annum for USSD Code from at least two service providers.

SECTION IV: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya School of Government the

performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to Kenya School of Government as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Kenya School of Government 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.

3.6.4 The performance security will be discharged by Kenya School of Government and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 Kenya School of Government or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Kenya School of Government shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Kenya School of Government prior written consent.

3.10 Termination for Default

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Kenya School of Government.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of Kenya School of Government has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Kenya School of Government 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 Kenya School of Government for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 Kenya School of Government by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Kenya School of Government convenience, the extent to which performance of the contractor of the

contract is terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination Kenya School of Government may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

Kenya School of Government and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	10% of the tender sum
3.8	Quarterly payments
3.9	Price variation not applicable in the first 12 months
23.14	Arbitration
3.17	Kenyan Law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION VI: STANDARD FORMS

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,*
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20____ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "Kenya School of Government") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS Kenya School of Government invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

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) Kenya School of Government Notification of Award.
3. In consideration of the payments to be made by Kenya School of Government to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kenya School of Government to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Kenya School of Government hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 Kenya School of Government)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 Email

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.....

Citizenship details

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

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date.....Signature of Candidate.....

LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

[illegible]

SWORN STATEMENT

Having studied the pre-qualification information for the above project I/We hereby state:

The information furnished in our application is accurate to the best of our knowledge.

That in case of being pre-qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on basis of provisions in the tender or quotation documents to follow.

We enclose all the required documents and information required for the pre-qualification and evaluation.

Supply/Provision of

Date

Applicant's Name

Represented by

Signature

(Full name and designation of the person signing and stamp or seal)

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "Kenya School of Government") 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 Agriculture and Food Authority 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 Kenya School of Government up to the above amount upon receipt of its first written demand, without Kenya School of Government having to substantiate its demand, provided that in its demand Kenya School of Government will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of Kenya School of Government]

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 services](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 figures],

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 your 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

_____ Signature

and seal of the Guarantors

_____ *[name of
bank or financial institution]*

_____ *[address]*

_____ *[date]*

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[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 Kenya School of Government 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 institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to Kenya School of Government 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 thereunder or of any of the Contract documents which may be made between Kenya School of Government 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 and 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]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of Agriculture and Food Authority*) 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